

# REQUEST FOR PROPOSALS

## DESIGN-BUILD TRAFFIC SIGNAL SYSTEM IMPROVEMENTS THREE INTERSECTIONS IN REGION 1

**SR-273 & Haight Creek Dr., Kaysville  
SR-89 & SR-193, Layton  
44<sup>th</sup> Street & Washington Blvd.**

PROJECT NUMBER SP-9999(669)  
PIN NUMBER 3848  
CID NUMBER 90142

**\*\*\*Date\*\*\***

<b>SCHEDULE (subject to change)</b>	
Issue RFP	July 17, 2003
Mandatory Pre-Bid Meeting and Job Walk	July 23, 2003
Written Questions Due	July 30, 2003
Proposals Due	August 6, 2003
Announce Apparent Best Value	August 13, 2003
Award Contract	August 15, 2003
Notice to Proceed	August 20, 2003

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## **CHAPTER 1 GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The Utah DEPARTMENT of Transportation (UDOT), hereinafter referred to as the DEPARTMENT, is seeking a DESIGN-BUILDER to design, construct, and perform all other services necessary to provide a fully functional and operational traffic signal systems and related improvements at the following locations.

Location #1– SR-273 & Haight Creek Dr., Kaysville

Location #2 – SR-89 & SR-193, Layton

Location #3 – 44<sup>th</sup> Street @ Washington Blvd.

### **1.2 DOCUMENTS IN THE CONTRACT**

The CONTRACT is made up of the following documents:

- a. Request for PROPOSAL
- b. UDOT Standard Specifications
- c. Documents incorporated into the CONTRACT by reference in the RFP
- d. Addenda to this RFP
- e. DESIGN-BUILDER'S PROPOSAL

### **1.3 ELECTRONIC FILES COMPRISING THE RFP**

The RFP is available in electronic format from the UDOT website at <http://www.udot.utah.gov/cns/DesignBuild1.htm>. The electronic files must be picked up at the Plans Desk in the UDOT Construction Division on the 4<sup>th</sup> Floor of the Calvin Rampton Complex. The electronic files comprising the RFP are as follows:

<b>Location</b>	<b>Directory</b>	<b>Subdirectory</b>	<b>File</b>	<b>Contents</b>
SR-273 & Haight Creek Dr., Kaysville	3848_1	Survey_Data	3848_ROW-1	Existing Right of Way Survey Information
		Image_Files	3848_AER-1	Aerial Photo
SR-89 & SR-193	3848_2	Image_Files	3848_AER-2	Aerial Photo
44 <sup>th</sup> Street @ Washington Blvd.	3848_3	Survey_Data	3848_ROW-3	Existing Right of Way Survey
		Image_Files	3848_AER-1	Aerial Photo

## 1.4 ABBREVIATIONS AND DEFINITIONS

### 1.4.1 ABBREVIATIONS

DB	Design-build
DBE	Disadvantaged Business Enterprise
FHWA	Federal Highway Administration
IA	Independent Assurance
IQF	Independent Quality Firm
NTP	Notice to Proceed
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right-of-Way
SOQ	Statement of Qualifications
UDOT	Utah Department of Transportation

### 1.4.2 DEFINITIONS

**Constructor** or **Construction Subcontractor** means any contractor or subcontractor (or affiliate) who is involved in the actual construction of the Project.

**Contract** means the written agreement that has been fully executed between the DEPARTMENT and the DESIGN-BUILDER that covers a Project.

**Department** means the Utah Department of Transportation (UDOT).

**Design-build** means a project delivery method by which the owner contracts with a single entity that has responsibility for the design and construction of a project under a single contract.

**Design-Builder** means the legal entity that holds the CONTRACT with UDOT. The DESIGN-BUILDER may be an individual, firm, partnership, corporation, joint venture, or combination thereof.

**Design-build Team** means all firms and persons that will perform work on the DESIGN BUILD CONTRACT on behalf of the DESIGN-BUILDER, including the DESIGN-BUILDER, subcontractors, designers, suppliers, and agents.

**Design Quality Firm** (DQF) means the firm or individual providing QUALITY ASSURANCE reviews and checks of the design. This person(s) may be employed by the design firm performing the design; however, they cannot be involved with the design of any aspect of the project except as a reviewer and checker.

**Lead Principal Participant** means the PRINCIPAL PARTICIPANT who has the Majority interest and/or responsibility in a partnership or joint venture and who is

designated by the partnership or joint venture as having the lead responsibility for managing the DESIGN-BUILD TEAM'S organization.

**Notice to Proceed (NTP)** The letter from the DEPARTMENT to the DESIGN BUILDER authorizing work to commence.

**Price Proposal** means the portion of the PROPOSAL that contains the Lump Sum price for the project. The price proposal does not include the technical proposal

**Proposal** means those documents submitted by a DESIGN-BUILD TEAM to the DEPARTMENT in accordance with the RFP. PROPOSAL includes the PROPOSER'S complete response to this RFP with the properly completed PROPOSAL forms and all required supporting documentation. The proposal is made up of a technical proposal and a price proposal.

**Principal Participant** means any of the following entities:

- Any entity which comprises the DESIGN-BUILDER, including an individual firm, all general partners or joint venture members; and/or
- All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the DESIGN-BUILDER.

**Quality Assurance (QA)** means all those planned and systematic actions necessary to provide confidence that a product will perform satisfactorily in service. It involves the continued evaluation of the activities of design, development of plans and specifications, construction, and maintenance. Actions include, but are not limited to: design checks and reviews; inspection, including specification compliance reviews, document control and shop drawing review and approval; materials sampling and testing at production site and project site; inspection of manufacturing/processing facilities and equipment; inspection of on-site equipment, calibration of test equipment, acceptance or rejection of materials or work based on acceptance testing; and documentation of QA activities.

**Quality Control (QC)** means the total of all activities performed by the Contractor, Designer, producer or manufacturer to ensure that a product meets CONTRACT requirements. This includes design procedures and checking, materials handling and construction procedures, calibration and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes. QC also includes documentation of QC efforts.

**Restricted Participant:** A RESTRICTED PARTICIPANT is a firm or individual who is only allowed to be on one DESIGN-BUILD TEAM. RESTRICTED PARTICIPANTS are defined as follows:

- The DESIGN-BUILDER and any firms or persons constituting the DESIGN-BUILDER.
- Any PRINCIPAL PARTICIPANT
- The entity or persons performing construction of the traffic signal system or electrical system.

- The entity or persons performing the design of the traffic signal system or electrical system.
- The entity or persons performing the design of the civil portions of the project.
- Any person or entity that may be involved in preparing the overall construction sequencing or the overall pricing of a PROPOSAL.

**Technical Proposal** means the pass/fail and scored portions of the PROPOSAL, but does not include the PRICE PROPOSAL.

## **CHAPTER 2 PROCUREMENT PROCESS OVERVIEW**

### **2.1 GENERAL**

This Request for PROPOSALS (RFP) invites all DESIGN-BUILDER TEAMS that have been pre-qualified into UDOT's Design Build Traffic Signal Pool to submit PROPOSALS on the project described in this RFP. PROPOSALS will only be accepted from DESIGN-BUILDER TEAMS in the pre-qualified pool.

For Teams interested in submitting a PROPOSAL, information on this Request for Proposal, Project No. SP-9999(669) will be available July 16, 2003, and may be obtained from the UDOT Website at <http://www.udot.utah.gov/cns/DesignBuild1.htm>.

A mandatory pre-bid meeting and site visit for pre-qualified DESIGN-BUILD TEAM interested in submitting a PROPOSAL will be held at 9:30 am, July 23, 2003, in the UDOT Region 1 Conference Room 169 N. Wall Avenue, Ogden, UT. There is a limit of two people per team invited to attend the site visit. For information call Bill Gooch at (801) 620-1682.

The deadline for receiving PROPOSALS is 12:00 PM on, August 6, 2003. Deliver all PROPOSALS to: UDOT Region 1 Front Desk, 169 N Wall Avenue Ogden, Utah attention Bill Gooch.

Those DESIGN-BUILD TEAMS who are in the pool and desire to submit PROPOSALS shall do so in accordance with the requirements described in this RFP. Final selection of the successful DESIGN-BUILDER will be based on "best value" to the DEPARTMENT, considering price and other factors submitted in the PROPOSALS as well as on other information available to the DEPARTMENT. The DEPARTMENT'S decisions in the selection process will be final and protests will not be accepted.

### **2.2 DEPARTMENT REQUESTS FOR CLARIFICATION**

It is the responsibility of the DESIGN-BUILDER to provide accurate and complete information to the DEPARTMENT. The DEPARTMENT may, at its sole discretion, request clarifications or supplemental information from the DESIGN-BUILDER during the PROPOSAL evaluation.

The DEPARTMENT may waive technical irregularities in the DESIGN-BUILDER'S PROPOSAL that do not alter the quality or quantity of the services offered.



All DEPARTMENT requests will be in writing by fax and will be addressed to the designated Single Point of Contact for each DESIGN-BUILDER. The return fax number will be provided with the DEPARTMENT'S request. Responses shall be limited to answering the specific information requested by the DEPARTMENT.

### **2.3 ORAL PRESENTATIONS**

PROPOSERS may be required to make an oral presentation to the DEPARTMENT. The DEPARTMENT will schedule the time and location for any presentation.

### **2.4 BEST AND FINAL OFFER**

The DEPARTMENT reserves the right to request Best and Final Offers.

### **2.5 CREATION OF CONTRACT**

The selected PROPOSER will be expected to enter into a formal agreement with the DEPARTMENT. The successful PROPOSAL will become part of the CONTRACT Documents, subject to the order of precedence of documents defined in the RFP. The successful DESIGN-BUILDER will be obligated to perform in accordance with the requirements of this RFP, its terms and conditions, and with all statements in the PROPOSER'S PROPOSAL that exceed the RFP requirements and Standard Specifications.

\*\*\* END OF CHAPTER \*\*\*

## **CHAPTER 3 GENERAL REQUIREMENTS**

### **3.1 RELEVANCE OF RFQ AND SOQ**

The DESIGN-BUILDER shall rely on the information in this RFP and not on the contents of the RFQ. The RFQ and Statements of Qualifications will not be part of the CONTRACT except to the extent that portions are specifically incorporated by this RFP.

Legal organization, RESTRICTED PARTICIPANTS, and key personnel who were included in the SOQ shall be on the team in the capacity indicated in the SOQ unless specifically approved otherwise by the DEPARTMENT. These changes shall be identified in the PROPOSAL if they have not been pre-approved in writing by the DEPARTMENT.

### **3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS**

- A. The RFP, PROPOSAL and all supplementary documents are essential parts of the CONTRACT and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.
- B. Should discrepancies appear between any of the following parts of the CONTRACT, a listed part shall take precedence over all those listed below it.
  - 1. The DESIGN-BUILDER'S PROPOSAL Documents (see Note below).
  - 2. Request for PROPOSAL (RFP), all appendices, and addendums.
  - 3. The Special Provisions prepared by the DESIGN-BUILDER that are approved by the DEPARTMENT
  - 4. UDOT Standard Specifications
  - 5. UDOT Standard Drawings

Note: The DESIGN-BUILDER'S PROPOSAL shall take precedence over the RFP only to the extent it exceeds the requirements of the RFP. In other words, if the PROPOSAL Documents include statements that can reasonably be interpreted as offering to provide higher quality items than otherwise required by the CONTRACT Documents, or to perform services in addition to those otherwise required, or otherwise contain terms which are more advantageous to the DEPARTMENT than the requirements of the other CONTRACT Documents, the DESIGN-BUILDER'S obligations hereunder shall include compliance with all such statements, offers and terms.

### **3.3 SECURITY DURING PROPOSAL REVIEW**

Strict security measures will be taken to assure the confidentiality and security of all PROPOSALS submitted to the DEPARTMENT until after the CONTRACT for the work is awarded. No access to any PROPOSAL will be granted to any person, during the PROPOSAL review process, except UDOT employees who are specifically authorized by the DEPARTMENT.

### **3.4 OWNERSHIP AND RETENTION OF PROPOSALS**

One copy of the PROPOSAL from each DESIGN-BUILD TEAM will be retained in the DEPARTMENT project files. All other copies will be destroyed. The PROPOSAL of the successful PROPOSER, excluding proprietary information, shall be open to public inspection for a period of 90 days after award of the CONTRACT.

### **3.5 PROPRIETARY INFORMATION**

PROPOSERS are requested to mark as proprietary any specific information contained in their PROPOSAL that is not to be disclosed to the public or used for purposes other than evaluation of the PROPOSALS. Pricing, proposed services, and proposed work elements of the PROPOSAL will not be considered proprietary. If elements of the PROPOSAL are marked as proprietary, the DEPARTMENT will determine whether the information can be kept confidential, and notify the PROPOSER of its findings. If the PROPOSER does not agree with this determination, the PROPOSAL may be withdrawn from consideration.

### **3.6 APPLICABLE FEDERAL AND STATE REGULATIONS**

The successful DESIGN-BUILDER shall conform to all applicable state and federal regulations, including Title VI of the Civil Rights Act of 1964, and recognized industry, safety, environmental, and design standards.

There is no DBE/MBE/WBE goal established for this project; however, the DEPARTMENT encourages the participation of DBE/MBE/WBE firms.

### **3.7 REJECTION OF PROPOSALS**

The DEPARTMENT reserves the right to reject any and all PROPOSALS received as a result of this request.

### **3.8 INCURRING COSTS / STIPEND**

The DEPARTMENT shall not be liable for any costs incurred by PROPOSERS prior to the issuance of any agreement, CONTRACT, or purchase order, except as follows: A stipend of \$1000 will be paid to all unsuccessful PROPOSERS that obtain a passing score on all pass fail criteria and whose TECHNICAL PROPOSALS earn 70 points or more.

### **3.9 INQUIRIES**

Inquiries regarding all aspects of the RFP shall be directed, in writing (or faxed) to the contact identified below. All questions must be received in writing no later than the due date as specified on the cover sheet of this RFP. Written responses shall be distributed to all recipients of this RFP, except for those considered by UDOT to be confidential.

Bill Gooch, Project Manager  
Utah Department of Transportation Region 1  
169 North Wall Avenue  
P.O. Box 12580  
Ogden, UT 84412-2580  
Ph. 801-620-1682  
Fax 801-620-1676

### **3.10 PROPOSAL SUBMISSION AND DELIVERY**

PROPOSALS shall be addressed and delivered in a sealed box to the following on or before the date and time indicated on the cover of this RFP.

Utah Department of Transportation  
Region 1 Front Desk, c/o Bill Gooch  
169 North Wall Avenue  
P.O. Box 12580  
Ogden, UT 84412-2580  
Telephone: (801) 620-1600

### **3.11 EXAMINATION OF WORK SITE**

The PROPOSER is responsible for examining the worksite prior to submitting a PROPOSAL. Location information is provided with this RFP along with other pertinent preliminary ROW and survey information.

### **3.12 MANDATORY PRE-BID MEETING**

The DEPARTMENT will conduct a mandatory pre-bid meeting and site visit at the time indicated on the cover sheet of this PROPOSAL to provide or clarify the requirements of this RFP. PROPOSALS will not be accepted from Teams that are not represented at this meeting and site visit. All individuals attending will be required to provide and wear an orange protective vest, steel toed boots, safety glasses and a hard hat during the field review of the jobsite.

### **3.13 RFP ADDENDA**

The DEPARTMENT reserves the right to revise the RFP during the PROPOSAL process at any time before the PROPOSAL due date by issuing addenda. Any addenda will be posted to the UDOT website and all pool members will be notified by e-mail. If an addenda is needed within 5 days of the proposal due date, the proposal due date will be postponed. It is the responsibility of each DESIGN-BUILDER TEAM to verify whether addenda have been issued, to download from the UDOT website any addenda, and to acknowledge receipt of addenda.

### **3.14 CONTRACT TIME AND RELATED ISSUES**

Contract time will be measured in calendar days.

### 3.14.1 SUBSTANTIAL COMPLETION

Substantial completion for an intersection is defined as having all new traffic signals in the intersection turned on and operational, old traffic signals removed, all interconnections have been completed, all permanent signing, striping and canalization is complete, all other safety features are complete, the project is open to full and unrestricted use by pedestrian and vehicular traffic, all associated civil work is complete and any remaining work can (and will) be accomplished without lane closures between 6:00 am and 10:00 pm.

### 3.14.2 TIME FOR SUBSTANTIAL COMPLETION

The number of calendar days allowed for each intersection, starting 10 days after NOTICE TO PROCEED and ending at substantial completion of the intersection, are as follows:

TABLE 3.1	
Location	Calendar Days
SR-273 & Haight Creek Dr., Kaysville	120
SR-89 & SR-193, Layton	90
44 <sup>th</sup> Street @ Washington Blvd.	120

### 3.14.3 FINAL COMPLETION

Final Completion for each intersection occurs when the intersection is substantially complete plus all punch list work and required paperwork are complete and approved by the DEPARTMENT for that intersection. Final completion will not be declared until acceptable AS-BUILT DRAWINGS have been submitted to THE DEPARTMENT. Final completion for each intersection on this project shall be no later than 30 calendar days after substantial completion for that intersection.

### 3.14.4 LIQUIDATED DAMAGES

Liquidated damages will be assessed in accordance with Section 00555 of the 2002 UDOT Standard Specifications for failure to achieve substantial completion of each intersection within the number of calendar days described in table 3.1.

Additionally, failure to achieve final completion of an individual intersection within 30 calendar days after that intersection is substantially complete will result in liquidated damages being assessed at a rate of \$300/day until final completion of that intersection is achieved.

Liquidated damages for failure to achieve substantial completion or final completion within the allotted time are additive and will be assessed for multiple locations concurrently as the case dictates.

## 3.15 DISQUALIFICATION OF PROPOSERS

The DEPARTMENT will reject a PROPOSAL for any of the following: (1) More than one PROPOSAL from an individual, firm, or corporation under the same or different names; (2) Evidence of collusion among PROPOSERS.

### 3.16 NON-COLLUSIVE BIDDING CERTIFICATION

By submitting the PROPOSAL, each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief (i) The prices in this Bid PROPOSAL have been arrived at independently without collusion, consultation, communication, or agreement with any other PROPOSER or with any competitor for the purpose of restricting competition; (ii) Unless required by law, the prices that have been quoted in this PROPOSAL have not been and will not be knowingly disclosed by the PROPOSER, directly or indirectly, to any other PROPOSER or competitor before opening of PROPOSALS; (iii) No attempt has been made or will be made by the PROPOSER to induce any other person, partnership, or corporation to submit or not to submit a Bid PROPOSAL for the purpose of restricting competition; (iv) The signers of the Bid PROPOSAL will tender to the DEPARTMENT a sworn statement that the named PROPOSER(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this PROPOSAL.

The UTAH DEPARTMENT OF TRANSPORTATION NON-COLLUSIVE BIDDING CERTIFICATION statement includes:

*"I declare under penalty of perjury under the laws of the United States and the State of Utah that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this Project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah Department of Transportation, with regard to this Contract."*

Signing the Bid PROPOSAL at the bottom of the Bid Schedule certifies compliance with all provisions of this Non-Collusive Bidding Certification.

### 3.17 DEBARMENT

THE DEPARTMENT may debar a PROPOSER from performing any work on DEPARTMENT or DEPARTMENT administered projects if: (i) The PROPOSER or an affiliate (defined as an owner, director, manager, officer or fiscal agent of the PROPOSER) has been convicted of or entered a plea of guilty or nolo contendere to a bid-related or a contract-related crime in any Court of competent jurisdiction; (ii) The PROPOSER or an affiliate has made a public admission of any bid-related or contract-related crime; (iii) The PROPOSER or an affiliate has falsified information or submitted deceptive or fraudulent statements in connection with prequalification, bidding, or performance of a contract; (iv) The PROPOSER or an affiliate has violated relevant antitrust laws covering bid rigging, collusion or restraint of free competition among contractors; (Violations covered by the Sherman Antitrust Act, 15 U.S.C. 1, et seq. and Title 76, Chapter 10, Section 911, et seq., U.C.A. 1953, as amended); (v) The PROPOSER or an affiliate has demonstrated willful wrongdoing reflecting a lack of integrity in bidding or performing public projects; or any other condition as defined in Standard Specifications Section 00120, Instructions to PROPOSERS, 1.17, 1.18, 1.19 and 1.20.

### **3.18 INSURANCE**

Insurance requirements for this Project will be per the Standard Specifications.

### **3.19 DISPUTES REVIEW BOARD AGREEMENT**

Disputes that cannot be resolved at the project level shall be reviewed by a Design Build Traffic Signal Disputes Review Board (DRB). Members of the board shall consist of the following: (1) The UDOT Innovative Contracting Engineer or his/her designee, (2) A member of the AGC nominated by the DESIGN-BUILDER and approved by THE DEPARTMENT, (3) A third member jointly selected by the first two. The cost of member 1 will be borne by THE DEPARTMENT. The cost of member (2) shall be borne by the DESIGN-BUILDER. The cost of member (3) shall be shared equally between the Department and the DESIGN-BUILDER. Operating procedures of the board shall be in accordance with Disputes Review Board Guidelines provided in Appendix 6. Findings of the board shall be considered non-binding on either party. Presentation of disputes to the board is a condition precedent to seeking legal remedies. Findings of the board shall be admissible in court.

### **3.20 ECONOMY OF PREPARATION**

PROPOSALS shall be prepared simply and economically, providing a straightforward, concise response to the RFP requirements.

### **3.21 MEASUREMENT AND PAYMENT**

This project is a lump sum project. Progress will be estimated as a percent complete and shall be submitted to the Engineer for approval. Progress payments will be calculated using the agreed upon percent complete and the approved cost-loaded schedule. Progress payments will not be made without a monthly updated schedule.

\*\*\* END OF CHAPTER \*\*\*

## **CHAPTER 4 PROJECT REQUIREMENTS/SCOPE OF WORK**

### **4.1 PROJECT SPECIFICS**

The checklists and sketches for each intersection are provided in Appendix 2 and have been provided to express the DEPARTMENT'S basic requirements for each location. The checklists and/or sketches are not an exhaustive list of requirements of this project and it is the responsibility of the DESIGN-BUILDER to adhere to the DEPARTMENT'S design criteria as listed in this RFP to develop a complete design incorporating all the necessary items for a complete and operational system described by the conceptual design.

### **4.2 PROJECT SCOPE**

The DESIGN-BUILDER will be responsible for design, construction, utilities relocation, right of way, management, public information, warranty, and other work necessary to provide a complete and functional project. All work done by the DESIGN-BUILDER shall be done in accordance with applicable DEPARTMENT guidelines and standards. The intent is to permit flexibility in design and construction to accommodate processes, procedures, and innovative techniques that are preferred by the DESIGN-BUILDER, as long as they are consistent with site conditions, good engineering practice, context sensitive solutions, and other standards, guidelines, and procedures identified in this RFP.

### **4.3 MANAGEMENT**

The DESIGN-BUILDER shall be responsible for managing all aspects of the design, construction, utility relocation, right of way acquisition, and other required activities included in the final scope of work contained in this RFP.

### **4.4 RIGHT OF WAY**

#### **4.4.1 GENERAL REQUIREMENTS**

**General Scope.** Acquire all project ROW and conduct all activities related to ROW acquisition, including, but not limited to, deeds, mapping, appraisal, appraisal review, negotiation, acquisition, procurement of title insurance, clearing of title, closing of acquisitions, and condemnation support, in accordance with the requirements of this Section. Right of Way acquisition will be limited to the ROW limits established for the Project in the environmental document. Additional acquisition of ROW outside the environmental document limits will require a reevaluation of the environmental document by the DESIGN-BUILDER.

**Legal Role.** Function as an Agent for UDOT while acquiring Final ROW.

**DEPARTMENT Approval.** Obtain the DEPARTMENT'S approval of all appraisals, requests to acquire Final ROW, acquisition documentation, and requests to commence condemnation proceedings. Provide the DEPARTMENT with all reports and supporting documentation for review and approval during the acquisition process. All ROW activities shall be coordinated with the DEPARTMENTS ROW Coordinator:



Essy Rahimzadegan  
ROW Coordinator  
169 N. Wall Avenue  
P.O. Box 12580 Ogden, Utah, 84112 PH 801 620-1658  
Fax 801 620-1665

***ROW Costs.*** Pay the costs of all services and documentation preparation for Final ROW acquisition. The DEPARTMENT will purchase all properties acquired for ROW.

***Additional Properties.*** Pay the costs of acquisition (and the costs of all services and documentation preparation for the acquisition) of any temporary right or interest in real property that, in the discretion of the DESIGN-BUILDER is deemed necessary or advisable to acquire, for workspace, DESIGN-BUILDER lay-down areas, material storage areas, or other convenience. The DEPARTMENT will not be obligated to exercise its power of eminent domain, nor will it have any responsibility for the acquisition, maintenance, or disposition of Additional Properties or of any temporary right or interest therein.

#### **4.4.2 REFERENCED STANDARDS AND PUBLICATION**

##### **4.4.2.1 REFERENCED STANDARDS**

***Conflicts and Priority.*** If there is any conflict in standards, adhere to the standard with the highest priority. However, if the DESIGN BUILDER'S Proposal has a higher standard than any of the listed standards, adhere to the PROPOSAL standard.

**4.4.2.2 REFERENCED PUBLICATIONS**

**TABLE 4.4**  
**REFERENCED PUBLICATIONS FOR RIGHT-OF-WAY ACQUISITION**

<i>Author or Agency</i>	<i>Title</i>	<i>Document or Report No.</i>	<i>Date</i>	<i>Comments, Short Forms</i>
Appraisal Foundation	<i>Uniform Standards of Professional Appraisal Practices</i>	n/a	*	USPAP
FHWA	<i>Right-of-Way Project Development Guide (FAPG)</i>	n/a	*	n/a
UDOT	<i>Appraisal and Review Manual</i>	n/a	*	n/a
UDOT	<i>Manual of Instruction—Right-of-Way (Forms, Part 10)</i>	n/a	*	n/a
UDOT	<i>Project Development Process Manual</i>	n/a	*	n/a
UDOT	<i>Right-of-Way Acquisition Procedures</i>	n/a	*	n/a
	<i>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended</i>	n/a	*	n/a
UDOT	<i>Mapping and Aerial Photogrammetry Guidelines</i>			
UDOT	<i>Right of Way Acquisition and Relocation Procedures (merged forms in ePm)</i>			
UDOT	<i>Process and Procedures Manual (when completed).</i>			
* If no date is given, the most current version as of 5-31-03 is specified.				

**Guidelines.** Use the publications listed in Table 4.4 as guidelines for the practices, procedures, and methods to be used in the appraisal and acquisition of ROW. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

The DESIGN-BUILDER is required to meet with the UDOT Right of Way Coordinator to assure compliance with required standards.

**Web Site.** The UDOT documents are available on the Internet at <http://www.udot.utah.gov/>.

**4.4.3 RIGHT-OF-WAY SCHEDULE****4.4.3.1 DEPARTMENT REVIEW AND APPROVAL**

**Schedule Submittal.** Provide activities in the CPM schedule for right of way acquisition activities.

**Additional Properties.** Notify the Department's ROW Coordinator of all DESIGN-BUILDER additional properties and temporary rights or interests in real property to be acquired by the DESIGN-BUILDER.

**Acquisition Packages.** Submit all final and complete appraisal reports and acquisition packages to the ROW Coordinator for review and approval in accordance with this Section. For submittals of more than one appraisal or acquisition package at any given time, indicate the priority of required review in order to meet the Final ROW schedule.

**Review Period.** Assume that the DEPARTMENT reviews will require 5 Working Days. The

DEPARTMENT intends to review these packages as expeditiously as possible.

***Schedule Delay.*** Assume responsibility for any delays to the Project Schedule that result from submittal of inadequate or incomplete appraisal reports or acquisition packages.

***Definition of Deficiency.*** If any components of an appraisal or acquisition package contain any error or omission, or if it fails to meet any criteria established in this Section, the DEPARTMENT will determine it to be deficient.

***Correction of Deficiencies.*** Upon DEPARTMENT notification of a deficiency in an appraisal or acquisition package, correct such deficiency and resubmit the package to the DEPARTMENT. The DEPARTMENT will review the resubmittal and notify the DESIGN-BUILDER of any deficiencies in the resubmitted package within five (5) Working Days of the DEPARTMENT'S receipt of the resubmitted acquisition package.

#### 4.4.3.2 FINAL RIGHT-OF-WAY SCOPE OF SERVICES

***General.*** Complete all administrative activities and prepare all documentation sufficient to acquire the Final ROW. Obtain the DEPARTMENT'S review and approval of all appraisals, legal descriptions, acquisition documentation, purchase prices, and funding/closing procedures. Do not commence any negotiations with landowners until the DEPARTMENT approves the acquisition package. Incorporate 35 calendar days into the schedule for negotiations. Include a minimum of one contact per week during the negotiations.

***Eminent Domain.*** If the DESIGN-BUILDER and landowner cannot agree upon a purchase price acceptable to the DEPARTMENT, the DEPARTMENT may, at its sole discretion, approve an acquisition through condemnation or eminent domain procedures. Do not begin eminent domain procedures without an approved acquisition package\*. Provide legal support services, and title reports, for acquisition through condemnation and eminent domain procedures. The DESIGN-BUILDER shall incorporate 10 calendar days into the schedule for eminent domain procedures. The 10 calendar days begins on the day the case is received by the court which is at least 30 calendar days after all required documentation is submitted to the Attorney Generals office. (Please note: the 30-day period allows for in state service of the summons to in state grantors or parties of interest. If there are parties of interest who reside out of state and who are temporarily out of the area, this time line may need to be extended.)

***Construction Clearance.*** Do not begin construction on any real estate unless property rights for the Project have been conveyed and recorded in favor of the DEPARTMENT, or a Right of Occupancy Agreement, or Right of Occupancy Agreement has been properly executed and delivered by all necessary parties in accordance with Subsection 4.4.4.5 (Right-of-Way Negotiations).

***Legal Compliance.*** Complete and document all Final ROW activities in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and other rules and regulations. Prevent fraud, waste, and mismanagement.

***Communications.*** In all correspondence with the DEPARTMENT relating to acquisition of real property, include the following information (at a minimum) in a heading:

A. County

- B. UDOT project number
- C. Highway designation
- D. Project limits
- E. Parcel number
- F. Name-of-record owner(s)
- G. Project Pin Number
- H. Charge ID Number
- I. Proper and complete coding blocks for claims and or other payment requests.

#### **4.4.3.3 FINAL RIGHT-OF-WAY SURVEYING AND MAPPING**

***Standards.*** Perform all Final ROW surveying and mapping and prepare all Final ROW documents in accordance with the UDOT *Manual of Instruction-Right-of-Way*, and industry standards. Prepare and file the Record of Survey Map as required by Utah State Code 17-27-17. All Right of Way surveys and monumentation must be completed by the Right of Way team of the DESIGN-BUILDER.

***\*Acquisition Packages.*** In each acquisition package prepared for each parcel and submitted for DEPARTMENT approval, include the following items:

- **Cover Sheet.** With the following information:
  - Parcel number
  - Pin number
  - Charge ID number
  - Tax ID number
  - Station number
  - Location of parcel
  - Name of owner
  - Extent of acquisition (partial or full)
  - Type of granting instrument (fee, easement, trustee deed, corporation deed etc.)
- **Legal Description.** A complete, separate legal description of each parcel that is in a recordable form acceptable to the DEPARTMENT and that includes:
  - The form of granting instrument (fee, easement, etc.) adequate to effect the desired acquisition of the parcel; and
  - Signature and seal of a Land Surveyor licensed to practice in Utah.
- **Parcel Plat.** The parcel plat, as prepared by the Land Surveyor, and a half-size copy of the ROW map pertaining to the parcel
- **Access Rights.** A control of access document identifying the rights of access for the unacquired remainder property to the Project.

\* For condemnation purposes, the package must contain a memo from the Director of R/W to the Attorney General's office. Attached to the memo and the request for condemnation are several documents including copies of the following: Agent's log, Appraisal, Appraisal Review, map, statement of just compensation, ownership record and any other document that would be relevant for the attorney representing the agency.

**Submittal of Documentation.** Deliver all reports, correspondence, and documents relating to Final ROW acquisition to the DEPARTMENT in both electronic and hard copy formats, or as requested by the DEPARTMENT.

#### 4.4.4 JOB-SPECIFIC SERVICES

**Title Acquisition.** As more fully described in the following subsections, provide all services necessary to:

- A. Acquire title in the name of the State to the Final ROW, in form and substance acceptable to the DEPARTMENT;
- B. Clear and/or demolish the improvements on the Final ROW.

**Guidelines.** Maintain a copy of UDOT *Manual of Instruction—Right-of-Way*, Part 10, UDOT Right-of-Way Acquisition Procedures, UDOT *Appraisal and Review Manual*, and a current ROW map for public use.

**Meetings.** Attend ROW meetings as requested by the DEPARTMENT.

**Letter to Property Owners.** Provide a letter of introduction to each property owner and/or occupant, as approved by the DEPARTMENT, on DEPARTMENT letterhead stationery, and signed by the UDOT ROW Coordinator or his/her designee.

**Submittal of Documentation.** Deliver all reports, correspondence, and documents relating to Final ROW acquisition to the DEPARTMENT in both electronic and hard copy formats, or as requested by the DEPARTMENT.

##### 4.4.4.1 TITLE SERVICES

**Title Company.** Select and contract with one or more title company(ies) approved by the DEPARTMENT.

**Title Reports.** For each parcel to be acquired by the DEPARTMENT for Project ROW, including fee acquisitions, slope easements, other drainage and roadway ROW or easements, and abandonment of utility easements:

**Title Report Review.** Review each title report to ensure that:

- A. The report complies with the format required by this RFP.
- B. The report clearly indicates which exclusions and exceptions are to be deleted upon acquisition of the subject parcel.
- C. The report clearly indicates any required deliveries to the title company to clear identified exclusions and exceptions.
- D. All current owners of record title are contacted and that negotiations or condemnation actions are conducted with all appropriate parties.

- E. If new parties of interest are discovered during negotiations, or vesting is other than was indicated on the original documents, the acquisition package shall be revised to include all corrected grantors. And, all appropriate forms, deeds or other documents shall be revised accordingly.

**Acquisition Package Submittal.** Submit to the DEPARTMENT an acquisition package that includes:

- A. A forty-year sales history on condemnation or total takes
- B. A five-year property sales history on partial takes
- C. A preliminary title commitment or preliminary title report dated within 30 days of the submittal date
- D. If necessary or appropriate, copies of all underlying documents and a plot of all easements, including existing Utility property interests, referenced therein

***Title Exceptions and Exclusions.*** Work with the current owners of record title to each parcel or interest in a parcel or their designee, and all other appropriate parties, to clear any title exceptions or exclusions not acceptable to the DEPARTMENT.

***Title Insurance.*** The DESIGN-BUILDER is not required to provide title insurance. If the DESIGN-BUILDER does not provide title insurance the title report must demonstrate the title is free and clear. Any errors in providing a free and clear title will be the full responsibility of the DESIGN-BUILDER. The DESIGN-BUILDERS Errors and Omissions insurance shall cover any costs and claims associated with errors in providing a free and clear title.

#### **4.4.4.2 APPRAISAL SERVICES**

***General.*** For each ROW parcel acquired by the DEPARTMENT:

***Appraisals.*** Provide the DEPARTMENT with a fair market value appraisal prepared by an appraiser meeting the minimum qualifications established herein.

***Guidelines.*** Prepare the appraisal in conformance with law (including the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended), and in accordance with professional appraisal methods and applicable UDOT standards.

***Appraiser Selection.*** Select appraisers from the DEPARTMENT'S list of approved fee appraisers, which is available at the following web site:

<http://www.udot.utah.gov/esd/ConsultantServices/Pool/rowpool.htm> . Obtain final approval of each appraiser and each of the appraisal reviewers.

***Owner Contacts.*** Establish personal pre-appraisal contact with each owner of record title and each occupant, and document all such contacts using a form approved by the DEPARTMENT. Offer each record title owner or designated representative, in writing, the opportunity to accompany the appraiser on the appraiser's inspection of the parcel. Maintain a record of all such contacts in the parcel file.

***Right of Occupancy Agreement.*** If possible, secure a Right of Occupancy Agreement between the record title owner and the DESIGN-BUILDER that grants to the DEPARTMENT, the DESIGN-BUILDER, and assignees permission to enter the parcel. If the DESIGN-BUILDER'S best efforts cannot secure such an agreement, provide documentation acceptable to the

DEPARTMENT that specifies the conversations, correspondence, and all other efforts made to secure the agreement.

As a last resort, if a Right of Occupancy Agreement cannot be secured, the DESIGN-BUILDER should attempt to obtain a Right of Entry Agreement. However, as this generally only allows for temporary occupancy, the DB needs to provide documentation acceptable to the DEPARTMENT, which supports the use of this agreement in lieu of a Right of Occupancy Agreement.

***Appraisal Report.*** Prepare a complete appraisal report for each parcel that:

- A. Complies with and includes all matters required by this Section and the UDOT ROW-related manuals;
- B. Satisfies the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- C. Satisfies the requirements of the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practices* (USPAP) in effect at the time the appraisal is submitted;

Is in the form approved by the DEPARTMENT; and

- D. Includes all pertinent special analyses, studies, or reports.

***Compensable Interests.*** Provide the DEPARTMENT with copies of all written leases, licenses, and other occupancy agreements to identify lessees, licensees, and other occupants with potential compensable interests in each parcel, and to determine the value of each such interest.

***Appraisal Reviewer.*** Coordinate with the appraisal reviewer regarding corrections and/or additional information that may be required for a particular appraisal.

***Environmental Concerns.***

***Documentation.*** Document the environmental condition of each parcel based on field investigations and/or historical review, as appropriate for the particular parcel. Develop the information in coordination with the appraiser(s) and make it available to the appraiser(s). Provide the following documentation in the Appraisal Report:

- A. An Environmental Site Assessment (ESA) Phase I
- B. An ESA Phase II, if the ESA Phase I determines that there is a potential environmental risk
- C. An ESA Phase III if the ESA Phase II if the ESA Phase I determines that there is a potential environment risk
- D. An ESA Phase III if the ESA Phase II report justifies it, including approximate costs to remediate the parcel to achieve its current use and its highest and best use

***DEPARTMENT Notification.*** Submit timely written notification to the DEPARTMENT of any concerns regarding Final ROW parcels and/or Additional Properties that could require environmental remediation or other special attention.

***Backflow Prevention.*** Examine local ordinances regarding requirements for meter supply backflow preventors, and/or other special conditions. In the appraisal report, consider the installation of any such appurtenances on the parcel remainder as damage and include it as part of the compensation package to the landowner.

#### **4.4.4.3 APPRAISAL REVIEW**

In connection with appraisal review, the DESIGN-BUILDER shall perform the following:

***Appraisal Reviewers.*** Select an appraisal reviewer that is independent from the appraiser from the DEPARTMENT'S list of approved fee appraisers. Meet the requirements specified herein. Select only one appraisal reviewer for the Project to ensure report consistency and fairness.

***Advertising Signs.*** The DEPARTMENT has done a preliminary evaluation of the advertising signs located on or near the project. It is the DEPARTMENT's opinion that it is possible to construct this project without relocating any advertising signs. The DESIGN-BUILDER is responsible for evaluating all advertising signs with regard to their design, utilizing the appropriate forms and sign schedule, and/or as instructed by the DEPARTMENT. If applicable, provide location and other information about the signs, which will enable the Design Builder to provide all appropriate relocation assistance, including advisory assistance and prescribed 90/30-day notices, to the owner of the signs.

***Additional Reports.*** Determine, in consultation with the DEPARTMENT, whether additional appraisal reports or technical expert reports are required. If so, initiate, review, and reconcile each required report.

***Review of Appraisals.*** Review all appraisal reports for each parcel to determine the consistency of methodology, supporting documentation related to the conclusion reached, and compliance with UDOT standards as defined herein and by the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practices* (USPAP), the *Uniform Standards for Federal Land Acquisitions*, and the *Uniform Act*. Obtain from the appraiser, written certification that these standards have been met.

#### **4.4.4.4 FINAL RIGHT-OF-WAY ACQUISITION PACKAGE APPROVAL**

***UDOT ROW Coordinator.*** Meet with the UDOT ROW Coordinator before beginning ROW acquisition services to discuss resource plans, priority of parcels, and other pertinent issues.

***Guidelines.*** Final ROW acquisition packages submitted by the DESIGN-BUILDER for DEPARTMENT approval shall follow the guidelines established in the UDOT *Manual of Instruction—Right-of-Way*, Part 10, and comply with the requirements specified herein.

#### **4.4.4.5 RIGHT-OF-WAY NEGOTIATIONS**

***Legal Compliance.*** Conduct all negotiations in accordance with the requirements of the law. *All acquisition packages prepared by the negotiator shall be in full compliance with the Real Property Acquisition Policies Act of 1970, as Amended (the Uniform Act), and the implementing regulations found in Title 49, Code of Federal Regulations, Part 24, and shall also be in compliance with State Statutes, including Title 57 Chapter 12.*

***Acquisition Agents/Negotiators.*** All agents working as Acquisition Agents or Negotiators shall



be selected from the DEPARTMENT'S list of approved relocation agents. If a firm is selected from the list, the Design Builder and firm must obtain final approval from the ROW Coordinator of each agent who will actually work on the project. All agents must be fully qualified to perform the duties assigned as described in the RFQ for Right of Way Services

**Contact Reports.** Prepare, in a format acceptable to the DEPARTMENT, a separate negotiator's contact report or agent's log, which will document each meeting or conversation with any person (or their appointed representative[s] supported by a written confirmation of appointment) who has a compensable interest in each parcel.

**Brochure(s).** Produce DEPARTMENT-approved informational brochure(s) as appropriate, and distribute the brochure(s) to all property owners and displacees. Sample brochures are available from the UDOT ROW Coordinator for the DESIGN-BUILDER'S use.

**Presentation of Offer.** Within 10 Working Days of the DEPARTMENT'S approval of an acquisition package, present (in person, where practical) a written offer to purchase to, and only to, the property owner or owner's designated representative, with a Statement of Just Compensation, a Valuation Summary, the agent's business card, a Summary of Property Owners' Rights, and the appropriate brochure(s). If approved by the DEPARTMENT, the agent may also provide the grantor, or owner of record a copy of the appraisal report. The agent shall also provide a receipt for these documents with the requirement that said receipt be signed by the property owner or designated representative. Upon acceptance of the purchase offer, maintain follow-up contacts as appropriate and secure the necessary documentation and title curative Project Work.

**Negotiating for Compensable Interests.** Identify lessees, licensees, occupants, or other parties with potential compensable interests and, if appropriate, after consultation with the DEPARTMENT, negotiate with such parties for the acquisition of their compensable interests. Provide response to the verbal or written inquires of any property owner, lessee, licensee, occupant, or other holder of a compensable interest, as applicable, not more than 10 Working Days after an inquiry.

**Parcel Files.** Maintain a complete parcel file for each parcel. All original documentation related to the purchase of the real property interests will be maintained either in conjunction with or separate from the relocation files in conformance with UDOT standards, manuals, and procedures, and as specified herein. Forward the signed original documents to the DEPARTMENT ROW Section. (If a separate relocation file is set up and maintained, that file must contain a copy of all pertinent information from the acquisition file, sufficient to satisfy the needs of the relocation agent, the Design Build reviewing agent, and the UDOT ROW coordinator or designated DEPARTMENT review person.)

**Administrative Settlement.** Advise the property owners, lessee, licensees, occupants, and other holders of compensable interests, as applicable, of the administrative settlement process. In all dealings with property owners and other holders of compensable interests, clearly explain that the DEPARTMENT has the ultimate decision authority regarding any settlement requests. Confer with and deliver to UDOT's ROW Coordinator any settlement request from property owners, lessees, licensees, occupants, or other holders of any compensable interest, as applicable, including a detailed recommendation from the DESIGN-BUILDER in accordance with standards, manuals, and procedures as defined herein. Deliver the administrative settlement request and the DESIGN-BUILDER'S recommendation to the DEPARTMENT ROW Coordinator within five (5) Working Days of receipt of the request. The DEPARTMENT will

approve/disapprove the request within five (5) working days.

***Second Appraisals.*** If a property owner requests a second opinion of value (or a second appraisal), the owner is to seek assistance from Utah's Private Property Ombudsman. The DEPARTMENT can and will pay for a second appraisal if directed to do so by the Ombudsman. In certain circumstances, the agency may opt to pay for an additional appraisal without being directed to do so, but this is at the discretion of the agency and must be pre-approved by the UDOT ROW coordinator.

***Evaluation of Settlement Requests.*** If requested by the DEPARTMENT, participate in the evaluation of administrative settlement requests and attend the settlement meetings. When the DEPARTMENT has made its findings regarding a settlement request, provide a letter of response to the administrative settlement findings to the property owner, lessee, licensee, occupant, or other holder of a compensable interest, as applicable. If within reasonable proximity of the Project, deliver all such responses in person within three (3) Working Days of the findings. If personal delivery is not feasible, mail the response letter with return receipt requested not more than three (3) Working Days following any decision by the DEPARTMENT. Make a follow-up telephone call to the property owner to discuss the settlement offer before mailing. The UDOT ROW Coordinator, on an as-needed basis, will coordinate and call the DEPARTMENT settlement meetings to order. Report to the DEPARTMENT concerning the property of a lease, if any, and provide the DEPARTMENT with a copy of the lease. Determine the remaining lease term; any liens or encumbrances; security deposits; and prorated taxes paid, if any.

***Final Offer Letters.*** Subject to the DEPARTMENT'S prior written approval, prepare and deliver a final offer letter to the property owner, lessee, licensee, occupant, or other holder of any compensable interest, as applicable. The letter shall be on the DESIGN-BUILDER'S designed ROW letterhead and shall be signed by the DESIGN-BUILDER'S Project ROW Negotiation Manager.

***Conveyance Documents.*** Prepare and deliver documents of conveyance, including bisection clause and access clause, if applicable, to the property owner, lessee, licensee, occupant, or other holder of any compensable interest, as applicable, and obtain their execution of the same. All signatures on documents to be recorded shall be notarized in accordance with Utah law.

***Possession and Use Agreements.*** Pursue and obtain Right of Occupancy Agreements concurrently with the parcel purchase negotiations. The form of Right of Occupancy Agreements will be provided by the DEPARTMENT and will contain provisions allowing for construction to commence while negotiations are finalized. Pursue and negotiate such strictly in accordance with the law.

***Expediting ROW Acquisition.*** Remain open to all reasonable settlement requests from property owners that are feasible, comply with the regulations as outlined herein, and help expedite the ROW acquisition process. Note that the DEPARTMENT encourages all positive and creative solutions that both satisfy the property owner and promote the success of the Project.

***Mediation and or Arbitration.*** The DEPARTMENT encourages the use of mediation and or arbitration as a means for alternate dispute resolution. We encourage all attempts to mediate or arbitrate value or relocation issues in compliance with state statutes.

#### **4.4.4.6 CLOSING SERVICES**

For purposes of closing services, the DESIGN-BUILDER shall perform the duties below.

**Request for Funding.** Prepare a request for funding in accordance with UDOT *Manual of Instruction—Right-of-Way, Part 10* or as directed by the DEPARTMENT. The agency requires a minimum of 2 weeks (14 days) to close on a total acquisition.

**Escrow Agreement Documents.** Prepare escrow agreement and closing documents, including a closing memorandum identifying all parties involved in the closing and listing all documents to be executed and/or delivered in connection with the closing.

**Closings.** Attend closings; provide curative documents and exhibits as required and in conjunction with the applicable title company. Confirm that all conditions to closing are satisfied and notify the DEPARTMENT at least 5 days in advance of all closing appointments.

**Updating Titles and Insurance.** Coordinate with the DEPARTMENT and applicable title company to obtain updated title commitment prior to closing and then obtain an issued title policy based on the approved updated title commitment within 30 days following closing and transmit the same to the DEPARTMENT.

**Document Certified Copies.** Immediately after closing, obtain and deliver two (2) certified copies of each instrument of conveyance to the DEPARTMENT ROW Coordinator. Within 30 Working Days of closing, provide to the DEPARTMENT a closing binder, including the closing memorandum and an original and two (2) copies of all documents identified in the closing memorandum. Report to the DEPARTMENT concerning the property of a lease, if any, and provide the DEPARTMENT with a copy of the lease. Determine the remaining lease term; any liens or encumbrances; security deposits; and prorated taxes paid, if any.

#### **4.4.4.7 ADMINISTRATION AND MANAGEMENT OF FINAL RIGHT-OF-WAY**

In administering and managing its Final ROW activities:

***Parcel Files.*** Maintain parcel records on file of all aspects of the acquisition process in accordance with applicable law. Each parcel file shall include all documents required by the Contract Documents, FHWA, and/or the DEPARTMENT.

***Expense Reports.*** Provide monthly summaries of project expenses, including amounts authorized, amounts paid, and budget forecasting on a parcel-by-parcel and overall project basis

***Projected Funding.*** Provide budget projections and anticipated funding requirements every thirty (30) Calendar Days, or more frequently, as requested by the DEPARTMENT.

***Status Reports.*** Maintain and electronically transmit to the DEPARTMENT, in a format acceptable to the DEPARTMENT, monthly status reports of all parcels and activities related to Final ROW, additional Properties acquisition and disposition, and acquisition and disposition of temporary easements or other property interests. Provide weekly (or as requested) updates to the DEPARTMENT.

***Correspondence.*** Provide copies of all incoming and outgoing correspondence as requested. Number all correspondence in accordance with Section 1 (General Requirements).

***Sub consultant Reports.*** Evaluate and report subcontractor status and performance to the DEPARTMENT monthly, or more frequently, as requested.

***Tracking System.*** Input and update parcel status in Web-based tracking system or as directed by the DEPARTMENT.

#### **4.4.5 DEPARTMENT OVERSIGHT, MONITORING, AND REVIEW**

**General.** The DEPARTMENT or its designee may, at its discretion, review and/or monitor the ROW activities and services performed by the DESIGN-BUILDER. This will be for oversight as a secondary review. Primary review shall be conducted by the Design Builder. The DEPARTMENT will notify the DESIGN-BUILDER in writing of any Project oversight monitor or reviewer under contract with the DEPARTMENT. Provide any information (in addition to that specifically required elsewhere in the RFP) to the DEPARTMENT requested to assist in the DEPARTMENT'S review and assessment of the progress, timeliness, adequacy, and sufficiency of the DESIGN-BUILDER'S ROW activities.

#### **4.4.6 COST RESPONSIBILITIES OF THE DEPARTMENT**

The DEPARTMENT will:

**Pay for ROW Costs.** For each parcel of Final ROW, excluding the DESIGN-BUILDER'S Additional Properties, process and issue all approved warrants for payment of agreed purchase prices or awards, and incidental expenses for the transfer of the Final ROW to the State in accordance with applicable law.

**Approvals.** Provide final approval of all title reports, acquisition packages, administrative settlement requests, payments, and other approvals required by the Contract Documents, by the State, or by applicable law.

**Delegation of Approvals.** At its discretion, delegate some or all of the approval processes, after provision to the DESIGN-BUILDER of a signed notification.

**Legal Support.** Coordinate with the office of the Attorney General or contract condemnation counsel to provide legal counsel to file and prosecute condemnation hearings.

#### **4.4.7 COST RESPONSIBILITIES OF THE DESIGN-BUILDER**

**ROW Costs.** Pay the cost of, and be responsible for all preparations, negotiations, processing and issuing all payments of agreed purchase prices or awards; and all legal, administrative, and incidental expenses of or related to the DESIGN-BUILDER'S Additional Properties and temporary easements, or other interests in real property acquired for the Project.

#### **4.5 PUBLIC INVOLVEMENT**

The Design BUILDER'S Public Information/Involvement Manager Shall:

1. Develop and maintain a data base of stakeholders and stakeholder contact information (Is primarily responsible for coordinating public information services on the project in coordination with the Region Public Involvement Coordinator.
2. Maintain ongoing communications and coordination with the DESIGN-BUILDER to stay current of construction activities and schedules.

3. Maintain ongoing communications and coordination with the Resident Engineer, Project Manager, Region Public Involvement Coordinator regarding the project and project schedule.
4. Maintain ongoing communications and coordination with affected businesses, residents and other stakeholders regarding the project and project schedule.
5. Not correspond or speak directly with the news media regarding the project or project activities. Will forward project information for media, as well as all media inquiries to the Region Public Involvement Coordinator.
6. Attend neighborhood and community meetings as necessary to provide project information and record stakeholder comments and concerns.
7. Compile and report stakeholder input regarding project design, and work with the Resident Engineer and DESIGN-BUILDER to make sure that input is received and incorporated into final design as appropriate.
8. Provide information updates of project activities and schedules at agreed upon intervals to private individuals, local organizations, businesses, local city offices, all affected public safety agencies, public works DEPARTMENTS, affected utilities, the Utah Highway Patrol, trucking and carrier associations and others interested in the project.
9. Coordinate all project scheduling information and notification, in a timely manner, with the DESIGN-BUILDER and Resident Engineer and convey that information to the Region Public Involvement Coordinator and the UDOT Communications Office.
10. Provide timely updates to the Resident Engineer, Public Involvement Coordinator, and property owners on project activities that affect traffic and access.
  1. Comprehensive project schedule
  2. Weekly schedule updates by Thursday of the week preceding the schedule dates
  3. 12 hour notification prior of all schedule changes with impacts to traffic (lane or intersection closures) or property access
11. Include the project name, description of the work to be done, work location(s) coordinates, lane restrictions and directions, traffic management plans or detours, work times and days of the week.
12. Provide name, address, phone number, email address and fax number (if available) that can be used for contact purposes, is available for review by the Resident Engineer, Region Public Involvement Coordinator and Communications Office at all times during the project, and is deliverable to the Region Public Involvement Coordinator upon completion of the project.

13. Maintain a phone line solely dedicated to public information calls and responses.
  1. May be a cell phone or located within the DESIGN-BUILDER'S regular office, provided that the telephone line is a local call line.
  2. Will allow the recording of a message from the caller.
  3. Check the answering machine at least twice a day and respond within 24 hours.
14. Respond to questions concerning project activities and schedules; participate in and document, or assist in organizing meetings held with affected individuals and groups; and maintain ongoing communication with businesses directly impacted by construction in coordination with DESIGN-BUILDER, the Resident Engineer and Region Public Involvement Coordinator.
15. At least two weeks prior to beginning construction in the area, and each week thereafter during the period of impact, prepare and distribute information to all stakeholders adjacent to the construction zone in flier or email format, or through documented personal contact.
  1. Discuss the project's ongoing activities, the work area parameters, the impacts to traffic and access, traffic management and detours, the anticipated completion date and the schedule for the forthcoming week.
  2. Provide the Public Information Manager's Name, the name of the DESIGN-BUILDER'S contact person, the name and telephone number of the Region Public Involvement Coordinator, and the telephone number and office hours of the Public Information Office.
  3. Provide copies of all fliers, emails or other materials containing project information to the Resident Engineer, Region Public Involvement Coordinator and Communications Office for review at least three days prior to distribution.
16. Maintain a logbook of citizen and business contacts, including names, addresses, phone numbers, issue or concern, and subsequent action taken.
17. Provide the Resident Engineer and Region Public Involvement Coordinator a copy each week.

The Design BUILDER'S Public Involvement Manager shall coordinate all public involvement activities with the Region 1 Public Involvement Coordinator:

Andrew Neff  
Utah Department of Transportation Region 1  
169 North Wall Avenue  
Ogden 84412-2580  
Phone: 620-1641

#### **4.6 ENVIRONMENTAL**

The DEPARTMENT has completed the Environmental Decision Document and an unsigned copy of it is included in Appendix 3. A signed copy is available at the Region 1 Environmental Engineers office. Work outside of these limits evaluated as part of the environmental clearance process will require a re-evaluation of the environmental document by the DESIGN-BUILDER. It is the DESIGN-BUILDER'S responsibility to ensure that all environmental mitigation requirements identified in the project environmental decision document are met. The DESIGN-BUILDER will be responsible for obtaining permits associated with the construction, including but not limited to the following: water quality, storm water discharge, and storm water pollution prevention. The DESIGN-BUILDER will be required to perform any re-evaluation of the environmental decision document for work that exceeds the impacts identified within the environmental decision document.

#### **4.7 DESIGN QUALITY**

The DESIGN-BUILDER shall perform all QUALITY CONTROL activities for design . Design QUALITY ASSURANCE shall be performed by a Professional Engineer Registered in Utah who is not an employee of any firm performing construction on this project. Design Quality assurance includes verification and certification by persons not involved with the design of this project that (1) the Design QUALITY CONTROL processes have occurred, and (2) that the design meets the requirements of the RFP. This certification shall be provided to UDOT on a monthly basis, and will be a condition precedent to monthly payment to the Design-Builder.

#### **4.8 CONSTRUCTION QUALITY**

The DESIGN-BUILDER shall perform all QUALITY CONTROL activities for construction. An independent quality firm will not be required for construction testing or inspection. The DEPARTMENT will perform all acceptance inspection and testing activities using the same procedures ordinarily used by the DEPARTMENT on UDOT design-bid-build traffic signal projects.

## **4.9 WARRANTY**

The DESIGN-BUILDER shall warrant all work and DESIGN-BUILDER supplied materials and equipment from defects and failures of any kind for a period of two years. Each intersection shall have a separate warranty and the warranty period shall begin at substantial completion for each intersection. The DEPARTMENT will withhold a retainage of 5% of the contract price for the first 6 months of the warranty. For the remaining 18 months, the DESIGN-BUILDER shall post a warranty bond equal to \$85,000. Any defect covered by the DESIGN-BUILDER'S warranties shall be repaired solely at his expense. The DEPARTMENT reserves the right to make warrantee repairs with DEPARTMENT forces and to back charge the DESIGN-BUILDER for the DEPARTMENTS costs.

## **4.10 ROADWAY**

The project will include asphalt paving, curb, gutter, sidewalk, pedestrian ramps, and other work as shown on the sketches and check lists. The DESIGN-BUILDER is responsible for final horizontal and vertical alignments, earthwork (excavation and embankment), super elevations, transitions, etc., as normally expected for traffic signal, street and sidewalk construction.

## **4.11 GEOTECHNICAL**

The DEPARTMENT has no geotechnical information for these sites. If deemed necessary, the DESIGN-BUILDER may conduct investigation and testing to develop the PROPOSAL Price. The DESIGN-BUILDER is responsible for doing all necessary investigation, testing, and design for slope stability and foundation design, in accordance with UDOT standards and Manuals of Instruction. Any geotechnical investigation outside the UDOT right of way will require approval from the appropriate land owner(s).

## **4.12 DRAINAGE**

The scope of work will include evaluating hydrology and developing drainage requirements in accordance with UDOT's Manual of Instruction as shown on the conceptual drawings. Construction of drainage facilities, including ditches, catch basins, pipe and other work, may be required.

## **4.13 PAVEMENT**

Pavement removed as part of this project shall be replaced to match existing pavement section depths. A minimum of 6 inches of untreated base course and 6 inches hot mix asphalt shall be used in cases where the existing depths are less than these depths.

## **4.14 SIGNING AND TRAFFIC MARKING**

The DESIGN-BUILDER will design and install signing and striping for the project. All traffic markings and materials will be required to meet the current UDOT standards and shall match existing striping in type (water base, tape, epoxy).



#### **4.15 LIGHTING**

The lighting improvements for this project are shown on the conceptual plans. All materials and equipment must conform to UDOT standards for lighting..

#### **4.16 SIGNALS AND ATMS**

Required ATMS work is indicated in the checklist.

#### **4.17 UTILITY DESIGNATING**

The DEPARTMENT has not undertaken efforts to locate utilities prior to issuance of this RFP. The locations of all known utilities will be painted in the field and viewable at the mandatory pre-PROPOSAL meeting. The DESIGN-BUILDER will be held responsible for cost and schedule impacts for utilities that are shown in either the RFP or identified by Bluestakes. It is the DESIGN BUILDER'S responsibility to notify Bluestakes before excavating. The DESIGN BUILDER will be responsible for keeping the "Bluestaking" active for the entire duration of the project.

#### **4.18 UTILITY RELOCATIONS**

DESIGN-BUILDERS are encouraged to design the project to avoid utility relocations. If the DESIGN BUILDER'S design requires the relocation of a utility, the DESIGN-BUILDER will be required to incorporate the relocation schedule dictated by the utility into the project schedule. All costs associated with the utility relocation, including those incurred by the DESIGN-BUILDER and those required by State law to be paid by the DEPARTMENT to the Utility, shall be included in the PROPOSAL price. When utilities bill the DEPARTMENT, the DEPARTMENT will reimburse the utilities, and back charge the DESIGN-BUILDER. Actual design and construction or relocation of utilities will be accomplished in accordance with the requirements of the utility owner, by contracting entities acceptable to the utility owner.

The DESIGN-BUILDER shall be responsible for coordinating design and construction activities with utility companies and agencies. The degree of coordination may vary from one utility to another, depending on the DESIGN-BUILDER involvement in the design and construction of utility relocations. The DESIGN-BUILDER will develop all of the Utility Agreements for the DEPARTMENT. All utility agreements shall be approved by the Region Utility coordinator before sending them to the utility company. The Region 1 Utility Engineer is :

Patty Hoesel  
UDOT Region 1 Utility Coordinator  
Utah Department of Transportation Region 1  
169 North Wall Avenue

P.O. Box 12580  
Ogden 84412-2580  
Phone: 620-1660  
Fax: 801-620-1665

The Design-Builders risk for utilities is limited to those shown in the RFP and those that are marked by Bluestakes and visible at the pre-proposal meeting.

## **DESIGN REQUIREMENTS**

### **5.1 TECHNICAL REQUIREMENTS AND REFERENCES**

All requirements of the 2002 UDOT Standard Specifications for Road and Bridge Construction including all changes up to June 3, 2003 apply on this CONTRACT unless modified by this RFP.

The final design documents and as-builts shall be completed in English units using Bentley "In-Roads" version 8.4 and Bentley "MicroStation" version 8.1 CADD products.

#### **5.1.1 DESIGN POLICIES AND REFERENCES**

Compliance with the following is mandatory:

- A. UDOT 06C-51, Traffic Signals (policy), September 30, 1999, or latest version
- B. UDOT Design of Signalized Intersections: Guideline and Checklist, May , 2003, or latest version
- C. USDOT Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), latest version.
- D. 2002 UDOT Standard Specifications including all changes up to June 3, 2003.
- E. UDOT Standard Drawings latest version as of June 3, 2003
- F. UDOT Manual of Accommodation of Utilities and the Control and Protection of State Rights of Way, May 2000 or latest edition.

### **5.2 PRECONSTRUCTION DESIGN DRAWINGS/SUBMITTALS**

The DESIGN-BUILDER may elect to perform design and construction activities in a concurrent manner, subject to the following. No construction shall begin until all of the following have occurred: (1) construction signing is in place (2) the Engineer has approved field stakes installed by the Design-Builder identifying actual field locations of poles and final ROW limits (3) the DESIGN-BUILDER has prepared and submitted preconstruction drawings and these drawings have been approved by the Engineer. Additionally, any construction outside of the UDOT right of way will not be permitted until acquisition or other suitable rights of entry have been obtained for said property.

The preconstruction drawings are not required to be in CADD format, however, the drawings shall be, at a minimum, scaled and show existing conditions and dimensioned locations of new improvements.

A one-week review period by the Department will be required for all submittals.

Preconstruction drawings for each intersection shall include, but are not limited to, the following elements:

- New pole locations and mast arm lengths
- R/W footprints and takes (if any).
- Existing utility locations and relocations (if any)
- Pedestrian Ramps to current standards

### **5.3 FINAL DESIGN DRAWINGS/AS-BUILTS**

The DESIGN-BUILDER shall prepare and design the traffic signal elements in accordance with the UDOT Design of Signalized Intersections: Guideline and Checklist, applicable UDOT Standards and Specifications and industry reference documents listed in Section 5.1, above, and the CONTRACT documents.

Prior to final completion, the DESIGN-BUILDER shall submit six copies of their final design drawings. The design/drawings shall include but not be limited to:

- A. Site-specific Traffic Signal Design Packages that include:
  - 1. Traffic channelization plan / geometric alignment plan / lane configuration and striping details
  - 2. Traffic signal details / phasing plan
  - 3. ROW topo and drawings/locations/plans/footprint map/acquisition documents (if takes are required)
  - 4. Final survey and geotechnical reports and information
  - 5. Final Utility location / relocation map
  - 6. Geometric/civil design plans
  - 7. Interconnect details
  - 8. Other shop drawings, wiring diagrams, and equipment certifications (e.g., UL, FCC, etc.).
  - 9. Manufacturers' warranties, guarantees, instruction sheets, and parts lists.
  - 10. As-built conditions

### **5.4 AS-BUILT DRAWINGS**

The Design Builder shall maintain a set of as-built drawings for all construction work. The as-built drawings shall be available for inspection upon request.

A complete set of as-built drawings for all construction elements shall be submitted to the THE DEPARTMENT at the completion of this project. Final completion will not be declared until acceptable as-built drawings have been submitted.

As built drawings shall be in CADD format using Bentley's Microstation 8.1 and Inroads 8.4. These as-built drawings shall conform to UDOT's CADD standards and applicable UDOT Design Standards. Additionally, as-built drawings shall include x-y-z coordinates for the following:

- Conduit
- Curb and Gutter
- Junction boxes
- Cabinet Foundations
- Pole foundations
- Drainage boxes
- Drainage pipe
- Relocated utilities
- Induction Loop Centers

## **5.5 SUBMITTALS**

The Design-Builder shall comply with the submittal requirements of the Standard Specifications.

## **5.6 INSTALL WIRING**

Delete Section 3.5 A. Conductors, of standard specification 02892 , and replace with the following:

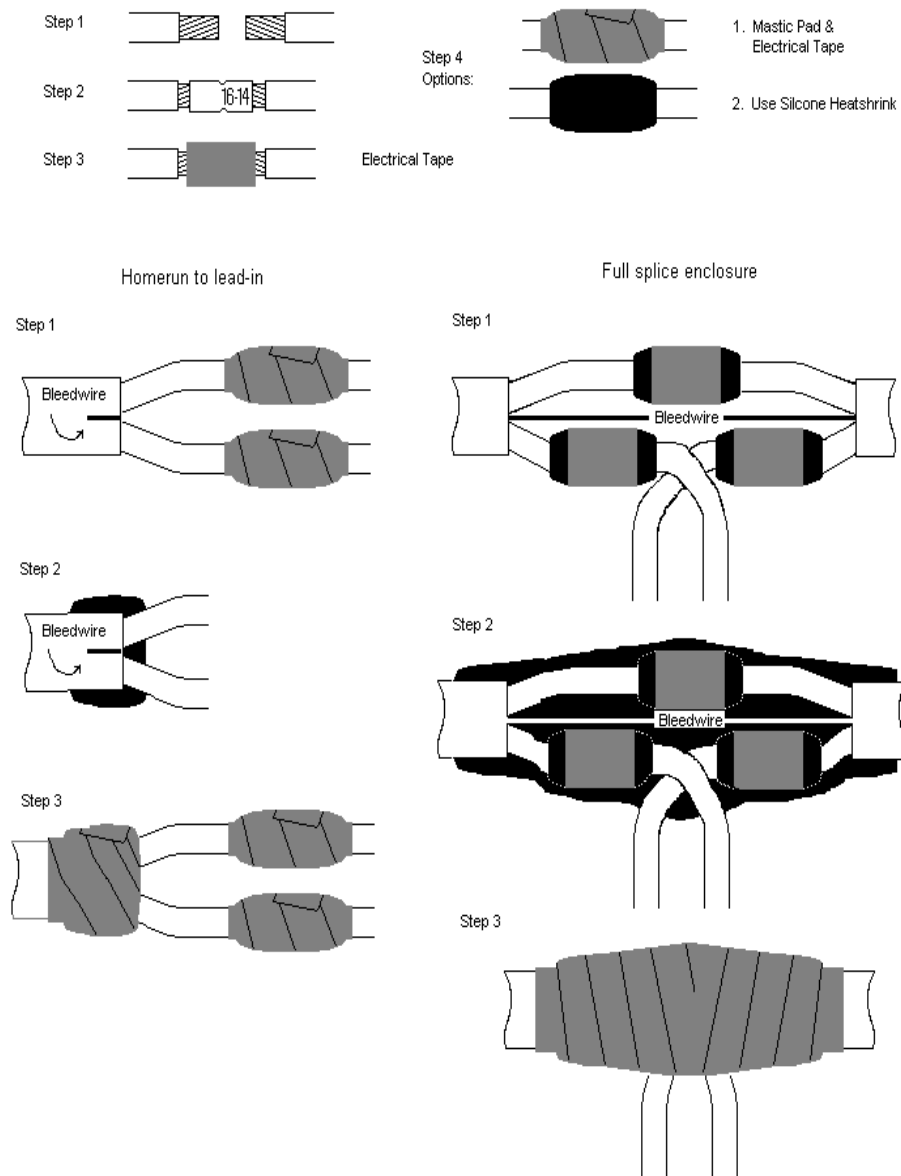
### **A. Conductors:**

1. Clean and dry the inside of the conduit before installing conductors.
2. Install grounding conductor in all power circuit conduits.
3. Use approved lubricants when pulling conductors in conduit.
4. Tape the ends of unused conductors.
5. Use conductors that are color coded as specified. Meet IMSA 20-1.

Delete Section 3.5 E Wire Splicing standard specification 02892 and replace with the following.

### **E. Wire splicing:**

1. Splice wires only in detection circuits where the wire type changes in the junction boxes.
2. Mechanically secure and solder, individually insulate, and water seal all splices. Cover with silicone based heat shrink or mastic rubber pads and over wrap with vinyl electric tape
3. Splicing procedures showing all steps required for each splice. Attached is a detail sheet explaining procedures:



## 5.7 MAINTENANCE OF TRAFFIC

The DESIGN-BUILDER will provide construction traffic control in accordance with the UDOT standard drawings and the MUTCD. Traffic Control Plans and Maintenance of Traffic (MOT) Plans will require an engineer licensed in the State of Utah to sign and seal the drawings and shall be submitted for approval to the Region Traffic Engineer prior to implementation. The MOT plans will need to be closely coordinated with Community Relations activities.

Due to the potential traffic impacts on this project, all necessary lane closures shall be done during non peak traffic hours. Peak hours are defined as 7 AM thru 9 AM and from 3 PM thru 6 PM. Monday Thru Friday. Shoulder closures will be permitted at anytime with the approval of the ENGINEER. The DESIGN BUILDER shall notify the Resident Engineer at least three working days prior to night work to facilitate any inspection that may need to take place. The

DESIGN-BUILDER is responsible for complying with all city and local government noise ordinances unless waivers have been granted by such governing agencies.

All night work shall have proper lighting and all workers shall have reflective clothing in accordance with DEPARTMENT standards. Traffic control devices for night work shall be approved for night use.

The proposer will be responsible for obtaining all necessary permits from local agencies for night work prior to any night work.

## **5.8 LANE LINES AND INTERSECTION STRIPING**

New pavement markings shall be of the same material (type of paint, thermoplastic, tape, etc) as are in the existing intersection unless noted otherwise in the appendices or approved by the DEPARTMENT. Location of pavement markings shall be approved by the DEPARTMENT before placement.

## **5.9 JUNCTION BOXES**

The DESIGN BUILDER shall use type III-pc boxes at controller locations (refer to the UDOT standard drawings). Junction boxes for the poles shall be type II pc Junction boxes for the detection loops shall be type I pc. All junction boxes shall be polymer concrete.

## **5.10 POWER SOURCE**

Design considerations shall include identifying the point of contact from the serving utility company on the plans to arrange for service connection, the station and offset location of the source. The DESIGN-BUILDER shall coordinate with the DEPARTMENT (Region) regarding agreement requirements with the local municipality for payment of the power for intersection street lighting, connection fees and maintenance. The name of the Region's contact person:

Patty Hoesel  
Region 1 Utility Coordinator  
Utah Department of Transportation  
169 North Wall Avenue  
P.O. Box 12580  
Ogden 84412-2580  
Office Phone:801-620-1660  
Fax : 801-620-1665

\*\*\* END OF CHAPTER \*\*\*

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**CHAPTER 6 CONSTRUCTION REQUIREMENTS**

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**6.1 GENERAL PROVISIONS****6.1.1 REGULATIONS, CODES AND STANDARDS**

All equipment furnished by the DESIGN-BUILDER shall be new and shall conform to the applicable requirements of the Underwriters Laboratory Incorporated (UL), the Electronics Industries Association (EIA), the National Electronic Code (NEC), the American Society of Testing and Materials (ASTM), the American National Standards Institute (ANSI), and the applicable standards, specifications and regulations of the Utah Department of Transportation.

**6.1.2 UDOT STANDARD SPECIFICATIONS**

The DESIGN-BUILDER shall conform to 2002 UDOT Standards Specifications and Standard Drawings including changes up to May 30, 2003.

**6.2 PREPARATION**

- A. Conform to the National Electrical Code (NEC).
- B. Pick up State-furnished materials at the DEPARTMENT'S Division of Safety Warehouse, 4501 South 2700 West, Salt Lake City, Utah. Refer to Chapter 9 for DEPARTMENT contact and lead time requirements for DEPARTMENT furnished materials.
- C. Saw cut concrete or other improved surfaces to be removed in the sidewalk area, and replace with in-kind materials to match the existing grade.
- D. Attach brackets with a banding machine with stainless steel bands. Do not drill holes in poles except as shown on the plans. Follow Standard Drawings SL-2 and SL-9.
- E. Do not disconnect or remove an existing signal system until the replacement system is functioning.
- F. Contact the applicable power company at least 30 days before the connection date, and verify the exact location, voltage, procedure, and materials required by the power company.

**6.3 CONFLICTS BETWEEN SUE AND BLUE STAKES**

If utilities that are shown in this RFP are not marked as part of Bluestakes, the DESIGN BUILDER shall contact that utility owner directly to have the utility marked.

**6.4 SCHEDULE**

The DESIGN BUILDER'S schedule submitted in their PROPOSAL shall meet the requirements of the Standard Specifications for a Baseline schedule, and show sufficient detail for all activities including but not limited to Right of way, design, procurement milestones, utility relocations, construction and DEPARTMENT performed activities. Once approved by The DEPARTMENT, it shall be the baseline schedule for the project. The DESIGN BUILDER shall submit a monthly update schedule. Monthly progress payments will not be processed until an acceptable updated schedule has been provided to the DEPARTMENT.

## **6.5 SURVEY**

The DESIGN-BUILDER will be required to perform all surveying necessary to provide a completed work. This includes but is not limited to the following:

- Survey for construction
- Survey for quality control
- Survey for quality acceptance
- Survey needed for as-built drawings
- Survey to construct or reconstruct all monuments and ROW markers
- Survey necessary for relocation of utilities

When Department Standards exist for survey activities, such surveying shall be done in accordance with Department Standards.

## **6.6 WEEKLY COORDINATION MEETINGS**

Weekly progress meetings shall be conducted by the DESIGN-BUILDER. The Design Builders Project Manager shall attend these meetings.

### **6.6.1 TEMPORARY OPERATIONS**

The DESIGN-BUILDER shall follow the design guidelines when making modifications to existing signalized intersections. Design considerations shall include provisions for temporary power, temporary detection using above-ground technology, temporary signal control and traffic control, use of changeable message signs (CMS) and notification to Region Public Information Coordinator.

## **6.7 SIGNAL TURN ON**

Once the DESIGN-BUILDER has determined that they are nearing signal turn on, they shall contact the UDOT Traffic Signal Laboratory at least 8 business days in advance of when they would like an inspection. The contact for the Lab is:

Dale Lake  
Traffic Signal Laboratory Supervisor  
Ph.801-620-1606

Once the Region Traffic Signal Laboratory has approved the signal, the DESIGN BUILDER shall contact the Region Traffic Signal Engineer for approval for turn on. The Region Traffic Signal Engineer for this project is:

Fax: 801-620-1665

Darin Duersch  
Region 1 Traffic Engineer

Office Phone: 801-620-1607



## **6.8 DEMOLITION/SALVAGE OF EXISTING EQUIPMENT**

This project does not have any materials that will be salvaged.

The DESIGN-BUILDER shall properly dispose of all construction waste.

## **6.9 OVERHEAD CLEARANCES**

The DESIGN-BUILDER shall verify all overhead clearances for utilities. The traffic signal pole may not be closer than 10 feet to any power lines. The DESIGN-BUILDER shall coordinate all overhead utility relocations with the appropriate utility companies.

## **6.10 NOISE ORDINANCES**

The DESIGN-BUILDER is alerted that the construction work for this project takes place in jurisdictions that have noise ordinances. The Design-Builder shall comply with these noise ordinances unless the DESIGN-BUILDER is able to obtain a variance from the proper jurisdiction.

## **6.11 DRAINAGE**

The DESIGN-BUILDER shall maintain appropriate drainage throughout the project for the duration of the project. Inlets shall be protected as per UDOT standards from construction runoff.

## **CHAPTER 7 PROPOSAL SUBMITTAL REQUIREMENTS**

### **7.1 INTRODUCTION**

This chapter describes the specific information that must be included in the PROPOSALS. DESIGN-BUILDER TEAMS shall provide brief, concise information that addresses the objectives and the requirements of the RFP consistent with the evaluation factors described in this chapter.

### **7.2 EVALUATION FACTORS FOR THE PROPOSALS**

To assist in preparing the PROPOSAL, the evaluation factors that will be used by the Department in scoring are listed below. Each evaluation factor in the PROPOSAL shall be clearly titled and identified, as well as identified in a table of contents in order to be deemed responsive to this RFP.

#### Pass/Fail Evaluation Factors

- 1) Cover Letter
- 2) Personnel Changes
- 3) Acknowledgements
- 4) Proposal Guarantee

#### Scored Evaluation Factors

- 5) Cost Loaded Schedule
- 6) Pole Locations and Right of Way Takes
- 7) Project Approach

#### Price Evaluation Factors

- 8) Bid Sheet and Price (provide separately in a sealed envelope)
- 9) PROPOSAL Guaranty

#### **7.2.1 TECHNICAL PROPOSAL SCORING SHEET**

Table 7.1 below will be used by the UDOT Evaluation Team to score each PROPOSAL. The Table shows the maximum possible score, minimum acceptable score, and the minimum possible score for each evaluation factor. Any PROPOSAL that scores below the minimum acceptable score on one or more evaluation factors will be considered non-responsive and will not be eligible for the stipend.

Table 7.1 TECHNICAL PROPOSAL Scoring Sheet

<b>1</b>	<b>COVER LETTER</b>	<b>SCORE</b>	<b>Minimum Possible Score</b>	<b>Minimum Acceptable Score</b>	<b>Maximum Possible Score</b>
	Name, address, phone, fax of single POC				<b>P/F</b>
	Signed by authorized rep				<b>P/F</b>
	Certification that info in SOQ is true and correct				<b>P/F</b>
	If not yet a JV etc, signed by all PP's				<b>P/F</b>
<b>2</b>	<b>COST LOADED SCHEDULE</b>				
	Schedule meets or improves date requirements		0	8	<b>20</b>
	Cost Curve Represents Construction		0	8	<b>20</b>
<b>3</b>	<b>POLE LOCATIONS AND ROW TAKES</b>				
	ROW and Utility Relocation Costs Minimized		0	8	<b>20</b>
	Pole Locations Minimize Cost and Impact		0	8	<b>20</b>
<b>4</b>	<b>PROJECT APPROACH</b>		0	8	<b>20</b>
<b>5</b>	<b>PERSONNEL CHANGES</b>				
	Project Manager				<b>P/F</b>
	Construction Manager				<b>P/F</b>
	Signal/Electrical Construction Manager				<b>P/F</b>
	Signal/Electrical Design Manager				<b>P/F</b>
	Civil Design Manager				<b>P/F</b>
	Design IQF Manager				<b>P/F</b>
	Community and Public Involvement and CSS Manager				<b>P/F</b>
	Utilities Manager				<b>P/F</b>
	Right of Way Manager				<b>P/F</b>
<b>6</b>	<b>ACKNOWLEDGMENTS</b>				
	Form AF Complete				<b>P/F</b>
	<b>TOTAL</b>				<b>100</b>

## 7.2.2 COVER LETTER

### 7.2.2.1 OBJECTIVE

To identify the DESIGN-BUILDER TEAMS and to provide certification of the accuracy of information provided in the PROPOSALS.

### 7.2.2.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED

The DESIGN-BUILDER TEAM shall provide a one-page letter confirming the official name of the Team, certifying that the information in the PROPOSAL is true and complete, and confirming the single point of contact. The letter shall be signed by the authorized representatives. If the DESIGN-BUILDER TEAM is not yet a legal entity or is a joint venture or partnership, the letter shall be signed by authorized representatives of all PRINCIPAL PARTICIPANTS.

### **7.2.2.3 SCORING**

A passing score will be given for submitting a one-page cover letter meeting the requirements above.

## **7.2.3 PERSONNEL AND RESTRICTED PARTICIPANT CHANGES**

### **7.2.3.1 OBJECTIVE**

To identify changes in personnel and RESTRICTED PARTICIPANTS.

### **7.2.3.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED**

Each DESIGN BUILD TEAM shall identify all changes to personnel who were identified in the SOQ and changes to RESTRICTED PARTICIPANTS. For each change, resubmit form L, CE, PP-1, PP-2, PM and R from the RFQ, as appropriate. Clearly identify whom the change is from and whom the change is to. If there are no changes, include the statement “No changes in personnel or RESTRICTED PARTICIPANTS”.

### **7.2.3.3 SCORING**

A passing score will be given to DESIGN BUILD teams that have had no changes in personnel and RESTRICTED PARTICIPANTS, or the proposed changes are acceptable to the DEPARTMENT. Teams are encouraged to seek written DEPARTMENT approval for changes prior to submitting the PROPOSAL.

## **7.2.4 COST LOADED SCHEDULE**

### **7.2.4.1 OBJECTIVE**

To identify DESIGN BUILD TEAMS that can meet the prescribed schedule and that have a schedule with a cost curve accurately reflecting anticipated construction progress.

### **7.2.4.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED**

Submit a hard copy (time scaled logic diagram showing activity logic ties) and electronic copy of a CPM schedule showing activity level detail with associated costs. The electronic copy shall be done using SureTrak 3.0. Show costs as a percentage of the overall project amount, and not actual dollar amounts. Each intersection shall have its own work breakdown structure.

### **7.2.4.3 SCORING**

A passing score will be given for a schedule that meets the required substantial and final completion times, that shows cost loading accurately reflecting anticipated construction progress, with no evidence of front-end loading, that accurately accounts for DEPARTMENT required reviews and DEPARTMENT provided equipment, and accurate times for utility relocation and right of way acquisition. A higher than passing score will be allowed for a schedule that provides completion in less days than required and meets all of the above requirements. The

score given for this section in no way implies the DEPARTMENT'S acceptance or approval of the schedule or the cost loading.

## **7.2.5 POLE LOCATIONS AND RIGHT OF WAY PLANS**

### **7.2.5.1 OBJECTIVE**

To identify DESIGN BUILD TEAMS that have proposed pole locations that are acceptable to **THE DEPARTMENT AND THAT HAVE MINIMIZED RIGHT OF WAY ACQUISITION REQUIREMENTS AND UTILITY** conflicts.

### **7.2.5.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED**

Submit plan sheets showing proposed pole locations and necessary right of way takes. The plan sheets are not required to be in CAD format but dimensions and details should be readily obtainable from the plan sheet. Any anticipated utility relocations should be shown on this plan sheet.

### **7.2.5.3 SCORING**

PROPOSALS that show the best pole locations, minimal right of way takes, and minimized utility conflicts will receive the maximum score. Scores will be reduced accordingly for less than optimum pole locations, right of way takes or utility conflicts.

## **7.2.6 PROJECT APPROACH**

### **7.2.6.1 OBJECTIVE**

To identify DESIGN BUILD TEAMS with the best overall project approach.

### **7.2.6.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED**

A narrative (five page maximum) shall be submitted. The narrative should describe the following:

- Integration of design and construction
- Dispute resolution between designer and CONSTRUCTOR
- Right of way approach
- Maintenance of traffic/traffic control
- Public relations
- Any other information the DESIGN BULDER would like to share
- Utility Impacts

### **7.2.6.3 SCORING**

Points will be awarded based on how well the approach addresses the objectives of the DEPARTMENT for this project.

## **7.3 PRICE PROPOSAL**

### **7.3.1 OBJECTIVE**

Identifies the proposed prices of each DESIGN BUILDER for this project to be used in a best value determination.

### **7.3.2 REQUIREMENTS**

The PRICE PROPOSAL shall be completed for the prescribed schedule on the bid forms provided in Appendix 5 and included as part of the PROPOSAL package. The DESIGN-BUILDER'S price is a lump sum price inclusive of all elements of this project. PRICE PROPOSAL Bid Sheets must be separate from the Technical PROPOSAL in a separate sealed envelope marked with the DESIGN-BUILDER'S name and with "PRICE PROPOSAL" clearly visible.

### **7.3.3 SCORING**

PRICE PROPOSALS will be integrated into the best value determination as described in Chapter 8.

## **7.4 PROPOSAL GUARANTY**

Bid PROPOSAL will not be considered unless accompanied by a guaranty in the form of a certified check, cashier's check or guaranty bond for not less than 5 percent of the total amount of the bid made payable to the Utah Department of Transportation. The PROPOSER will make a PROPOSAL guaranty bond on the form included in the Bid PROPOSAL (see Appendix 4).

## **7.5 PROPOSAL FORMAT**

PROPOSERS shall prepare, label and submit their Technical and PRICE PROPOSALS in the following format. Provide responses to all information requested in this RFP for both the Technical and PRICE PROPOSALS. Failure to provide requested information may result in a PROPOSAL being declared non-responsive and as such be subject to rejection and disqualification by the DEPARTMENT. Failure to follow these PROPOSAL-formatting instructions, especially package labeling and sealing, may also result in PROPOSAL rejection and disqualification.

### Format and Presentation

Language:	All information shall be in English.
Medium:	The PROPOSAL shall be printed in hard-copy form; electronic files for only the schedule will be accepted. Figures in the original and copies shall be of the same kind and quality.

Type Font:	All narrative text shall be Times Roman style font, with a minimum size of 11 points, and single-spaced. The type style and size of headings and figures are not prescribed.
Pages:	Pages shall be 8-1/2-by-11-inch (one page) or 11 x 17 inch paper (two pages).
Page Margins:	No text, tables, figures, or other substantive content generated by the PROPOSER may be printed within 0.5 inch of any page edge.
Page Numbering:	Every page shall be numbered consecutively, 1, 2, 3, ... 23, 24, 25, ... .The first piece of paper inside the binder shall be page one. Dividers shall be page numbered. Do not restart numbering within each section, i.e., DO NOT use 1-1, 1-2...; 2-1, 2-2...; etc
Dividers	Section and appendix dividers shall contain only the section number or appendix letter, plus title, and no other text or graphic design.
Binding:	The PROPOSALS shall be bound in three-ring binders. 11-by-17 inch plan sheets shall be folded to 8-1/2-by-11 inch page size and integrated with the PROPOSALS. The contents of the binder shall be clearly identified on the front cover and spine by PROPOSER name, Project Number and Name, and PROPOSAL Volume (as necessary).
Color and Reproducibility:	All PROPOSAL text and materials, excluding cover, spine, schedule, and plan sheets developed in response to this RFP shall be printed in black-and-white to avoid the extra cost of color reproduction, and shall be easily reproducible by an office copier.
Presentation of Contents:	PROPOSERS shall present information clearly and concisely. Where appropriate, bulleted lists, tables, and graphic figures are much preferred to extensive and wordy narrative text. Documentation that is difficult to read and understand or is poorly organized may be rejected and may lead to disqualification of the PROPOSAL.
Quantity:	One original and 5(five) copies of the TECHNICAL PROPOSAL shall be submitted. One original of the PRICE PROPOSAL shall be submitted, in a sealed envelope.

#### Package Labeling

PROPOSERS shall submit the Technical and PRICE PROPOSALS in separate, clearly labeled, sealed packages. The PROPOSAL packages shall be labeled as “Technical PROPOSAL” and “PRICE PROPOSAL” for Project No. SP-9999(669). The PROPOSER’S name shall be clearly marked on the package label. Failure to use a sealed package or to properly identify the PROPOSALS may result in an inadvertent opening of the PROPOSAL before the specified time. The PROPOSER shall be entirely responsible for any such consequences, including disqualification of the PROPOSAL.

Submittal Place and Date

PROPOSERS shall submit their respective PROPOSALS to the person and address specified in Chapter 3, Section 3.10 by the specified time and date. It is the PROPOSER'S sole responsibility to ensure that their PROPOSALS are received by the DEPARTMENT before the due date. PROPOSALS received after the deadline will be rejected without opening, consideration or evaluation and made available for PROPOSER retrieval.

\*\*\* END OF CHAPTER \*\*\*



## **CHAPTER 8 PROPOSAL EVALUATION METHODOLOGY**

### **8.1 INTRODUCTION**

A formal selection committee will be established to evaluate proposals. Portions of the technical PROPOSALS will be evaluated on a “pass-fail” basis and other portions on both a pass-fail and scored basis. PRICE PROPOSALS will be evaluated on the criteria defined in the section below.

### **8.2 REJECTION OF PROPOSALS**

The DEPARTMENT reserves the right to reject a PROPOSAL as being non-responsive if it does not address the requirements of this RFP. If explanations of portions of the PROPOSAL are unclear or incomplete, the DEPARTMENT reserves the right to either make subsequent inquiries or to reject the PROPOSAL as non-responsive.

PROPOSALS that receive a failing score on any of the Pass/Fail evaluation factors, a score below the minimum acceptable score on a scored evaluation factor, or that fail to achieve the minimum Technical score (70 points) criterion may be considered non-responsive and subject to rejection without further consideration, including price proposal evaluation.

### **8.3 EVALUATION OF PRICE PROPOSALS**

PROPOSALS that meet pass all Pass/Fail criteria and have a minimum Technical Score of 70 points or more, will be evaluated on the basis of price. PRICE PROPOSALS will be opened on the date indicated on the cover sheet of this RFP.

### **8.4 BEST-VALUE DETERMINATION**

PRICE PROPOSALS for the prescribed project schedule (on the Bid Sheet) will be opened and compared using the following adjusted price formula.

$$AP = (BP - (\$2100 \times Q))$$

where:

- AP = Adjusted Bid Price (dollars)
- Q = Technical Score (a value between 0-100)
- BP = PROPOSER'S Bid Price from PRICE PROPOSAL (dollars)

The PROPOSER with the lowest adjusted bid price (AP) will be considered to have the “Best-Value” PROPOSAL for the project and will be the selected PROPOSER.

Award of the CONTRACT (if made) will be made to the PROPOSER that the DEPARTMENT determines is responsive to the RFP, whose PROPOSAL has satisfied the evaluation and selection criteria and who provides the best overall value to satisfy the DEPARTMENT'S project requirements and schedule.

\*\*\* END OF CHAPTER \*\*\*

## **CHAPTER 9 DEPARTMENT ROLES AND RESPONSIBILITIES**

### **9.1 DEPARTMENT -PROVIDED EQUIPMENT AND HARDWARE**

When required for installation on this project, the DEPARTMENT will provide the traffic signal equipment and related hardware items identified in table 9.1 on the following page. Materials and equipment not listed in table 9.1 shall be provided by the Design-Builder. It shall be the responsibility of the Design-Builder to determine what State-provided equipment is needed for the project, and to notify the Department in writing. The amount of time required by the Department to provide the equipment is identified in table 9.1. The Design-Builder shall schedule the work so as to allow the Department the procurement times shown in table 9.1. The DESIGN-BUILDER will be required to pick up and transport all provided equipment and hardware from the DEPARTMENT'S facility to the Work site or other DESIGN-BUILDER facility. The contact is:

Larry Montoya  
UDOT Signal Engineer  
4501 S. 2700 W.  
Salt Lake City, UT 84114  
Ph. 801-965-4924

The DESIGN-BUILDER shall assume all responsibility for the equipment and hardware from the time the Design-Builder begins handling the equipment during the loading process until its installation is accepted by the DEPARTMENT.

**TABLE 9.1**

<b>CODE</b>	<b>ITEM</b>	<b>SIZE</b>	<b>LEAD TIME</b>
55085000392	Signal Pole	For mast arms 25', 30', 35', 40', 45'	cal days
55085000393	Signal Pole	For mast arms 50', 55', 60', 65'	30
55085000399	Signal Pole	For mast arms 70', 75'	30
55085000394	Dual Mast Arm Signal Pole	For mast arms 25', 30', 35', 40', 45'	30
28574700509	Mast Arm	25'	30
28574700525	30' Mast Arm	30'	30
28574700541	35' Mast Arm	35'	30
28574700566	40' Mast Arm	40'	30
28574700582	45' Mast Arm	45'	30
28574700608	50' Mast Arm	50'	30
28574700624	55' Mast Arm	55'	30
28574700640	60' Mast Arm	60'	30
28574700665	65' Mast Arm	65'	30
28574700681	70' Mast Arm	70'	30
28574700697	75' Mast Arm	75'	30
55085000385	Light Pole Extension	30' with 10' arm	30
55085000386	Light Pole Extension	40' with 10' arm	30
55085000390	10' Ped Pole		30
55085000387	42' Freeway Light Pole		30
28574000221	45' Camera Pole		30
55085000378	Anchor Bolt Assembly	1" Diameter X 36"	30
55085000379	Anchor Bolt Assembly	2" Diameter X 66"	30
55085000380	Anchor Bolt Assembly	1.5" Diameter X 54"	30
55081000455	Controller, Traffic Signal	Nema Ts2 Type 1, (Eagle)	30
55081000462	Controller, Traffic Signal,	Nema Ts2 Type 1, (Peek)	30
55081000467	Controller, Traffic Signal,	Nema Ts2 Type 1, (Econolite)	30
55081000488	Cabinet Assembly, Ts2 Type 1,	Nema Size 6 (Econolite)	30
55081000503	Cabinet Assembly, Ts2 Type 1,	Nema Size 6 (Peek)	30
55081000511	Cabinet Assembly, Ts2 Type 1,	Nema Size 6 (Eagle)	30
55080100302	Camera Assembly, Video Detection	with Sun Shield	30
55080100314	Camera Mount, Video Detection	with 46" Tube	30
55080100316	Camera Cable, Video Detection	90' (Ms Conn-90' Pigtail)	30
55080100321	Controller, Video	Trak 905 W/ Camera Interface Panel	30
N/A	Video Processing Module	Required If More Than 4 Cameras/Controller	30
N/A	Fiber Optic Data Modem		30
N/A	Video Detection Modem		30
80109200255	Mast Arm Mounted Sign	(60" X 16")	30
80109002940	Mast Arm Mounted Sign	(72" X 16")	30
80109207201	Mast Arm Mounted Sign	(96" X 16")	30
N/A	Mast Arm Mounted Sign	(Regulatory Sign)	30
55085170282	Mounting Brackets		30

If the Department fails to provide State-provided equipment within the number of calendar days shown in table 9.1, the Contractor will receive a non-compensable time extension as warranted by the CPM schedule. If the Department provides the State-provided materials in fewer working days than shown in table 9.1, no adjustment to contract time or time-related costs will be made.

## **9.2 SUBMITTALS**

Allow one week to complete reviews and return comments to the DESIGN-BUILDER. Up to 3 submittal packages shall be accepted for a given seven-day period. A submittal package may include multiple similar or related submittals, e.g., conceptual drawings (including channelization/stripping plan, ROW footprint and takes, pole locations, signal head location and alignment, signal phasing plan, curb and gutter locations, etc.). DESIGN-BUILDER will define NTP + n calendar days within the prescribed schedule.

## **9.3 SITE INSPECTION AND TESTING**

The DEPARTMENT will do oversight of installed equipment, hardware or improvements. Local agencies may be involved with inspection and oversight of improvements on respective agency's ROW.

## **9.4 RIGHT OF WAY SERVICES**

The DEPARTMENT will review all appraisals and approve final offers. The DEPARTMENT will pay for the right of way property costs but all other right of way services shall be included in the PROPOSAL

## **9.5 REIMBURSEMENT OF RIGHT OF WAY ACQUISITION COSTS**

The DESIGN-BUILDER shall include in the lump sum price all costs associated with the acquisition of right of way except for the actual price of the real estate itself. The DEPARTMENT will make payment for the real estate to the property owner.

**APPENDIX 1 SAMPLE CONTRACT**

**CONTRACT**

**2002 U.S. STANDARD UNITS (Inch-Pound Units)  
STANDARD SPECIFICATIONS  
and  
SPECIAL PROVISIONS**

**Project No:**

**Name:**

**County:**

**Contractor:**

**Bid Opening:**

Date



## CONTRACT

THIS AGREEMENT, made and executed in *Four (4)* original counterparts this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2003 between the Utah Department of Transportation, hereinafter called "Department," first party, and \_\_\_\_\_ hereinafter called "Contractor," second party.

WITNESSETH, for and in consideration of payments, hereinafter mentioned, to be made by the Department, the Contractor agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Department and to do and perform all work in the \_\_\_\_\_ in SALT LAKE County, State of Utah, the same being identified as \_\_\_\_\_ for the approximate sum of Dollars and 00/100 (\$0.00).

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the plans and specifications. The said Plans and Specifications, Notice to Contractors, Instruction to Bidders, Bid Proposal, Special Provisions and Contract Bond are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Department agrees to pay to Contractor in the manner and in the amount provided in the said specification and proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.

Attest:

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
UDOT Administrative Secretary

\_\_\_\_\_  
Director of Transportation - First Party

\_\_\_\_\_  
Witness to: Contractor Company Representative

\_\_\_\_\_  
Contractor - Second Party

Approved as to form:

by \_\_\_\_\_  
UDOT Legal Counsel

by \_\_\_\_\_  
Contractor Company Representative

APPROVED \_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Utah Contractor License Number

FUNDS AVAILABLE \_\_\_\_\_

\_\_\_\_\_  
Budget Officer

\_\_\_\_\_  
Date

**PERFORMANCE BOND**

TITLE 63, CHAPTER 56, SEC., 38 AND 39, U.C.A., 1953 AS AMENDED

**KNOW ALL MEN BY THESE PRESENTS:**

That, hereinafter referred to as the "Principal," and a corporation organized and existing under the laws of the State of with its principal office in the City of hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah by and through the Utah Department of Transportation, hereinafter referred to as the "Obligee," in the amount of Dollars and 00/100 (\$.00) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the obligee, dated the \_\_\_\_ day of \_\_\_\_\_ 2003 for in the County of SALT LAKE, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of Dollars and 00/100 (\$.00) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the contract in accordance with the plans, specifications, and conditions thereof, then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2003.

**WITNESS OR ATTESTATION:**

(Seal)

\_\_\_\_\_  
**Witness To: Contractor Company Representative**\_\_\_\_\_  
**Contractor Company Representative** (Seal)**Surety Company**

Phone: \_\_\_\_\_

\_\_\_\_\_  
**Witness To: Attorney-in-Fact**By \_\_\_\_\_  
**, Attorney-in-Fact**

being first duly sworn on oath disposes and says, he is the Attorney-in-Fact of the and he is duly authorized to execute and deliver the foregoing obligation, said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

\_\_\_\_\_  
**, Attorney-in-Fact**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2003.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**APPROVED AS TO FORM: \_\_\_\_\_  
**UDOT Legal Counsel**

# PAYMENT BOND

TITLE 63, CHAPTER 56, SEC., 38 AND 39, U.C.A., 1953 AS AMENDED

**KNOW ALL MEN BY THESE PRESENTS:**

That, hereinafter referred to as the "Principal," and a corporation organized and existing under the laws of the State of with its principal office in the City of hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah by and through the Utah Department of Transportation, hereinafter referred to as the "Obligee," in the amount of Dollars and 00/100 (\$.00) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the obligee, dated the \_\_\_\_ day of \_\_\_\_\_ 2003 for in the County of SALT LAKE, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of Dollars and 00/100 (\$.00) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall pay all claimants supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2003.

**WITNESS OR ATTESTATION:**

(Seal)

\_\_\_\_\_  
**Witness To: Contractor Company Representative**

\_\_\_\_\_  
**Contractor Company Representative** (Seal)

**Surety Company**

Phone: \_\_\_\_\_

\_\_\_\_\_  
**Witness To: Attorney-in-Fact**

By \_\_\_\_\_  
**, Attorney-in-Fact**

being first duly sworn on oath disposes and says, he is the Attorney-in-Fact of the and he is duly authorized to execute and deliver the foregoing obligation, said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

\_\_\_\_\_  
**, Attorney-in-Fact**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**APPROVED AS TO FORM:** \_\_\_\_\_  
**UDOT Legal Counsel**



**APPENDIX 2 CHECKLISTS AND AERIAL PHOTOS**

(The electronic files are not included and must be picked up from the Plans Desk in the UDOT Construction Division on the 4<sup>th</sup> Floor of the Calvin Rampton Complex.)

**Checklist SR-89 and SR-193 - page 1 of 2**

Scope of Work	YES	NO	DB	Comments
<b>General</b>				
Refresh all paint striping 200' from center of intersection in all directions. Install stop bars.	<b>x</b>			
Tie into Existing Signal Interconnect				Fiber _____ Copper _____
Provide New Power Source	<b>x</b>			Existing located in <b>NW</b> Quadrant.
Provide New Underground Service Pedestal	<b>x</b>			Existing located in _____ Quadrant.
Install New Size _____ Cabinet & Foundation	<b>x</b>			
Match Existing Striping	<b>x</b>			Paint <b>x</b> Tape _____
Other Items				
<b>E-W Roadway</b>				
Provide New Detection	<b>x</b>			
Install New Crosswalks		<b>x</b>		
Install New Traffic Signal Heads	<b>x</b>			
<b>N-S Roadway:</b>				
Provide New Detection	<b>x</b>			
Install New Crosswalks		<b>x</b>		
Install New Traffic Signal Heads	<b>x</b>			
<b>Quadrant East (New Construction)</b>				
Construct Pole Foundation	<b>x</b>			Double mast arm pole foundation
Construct Pole and Mast Arm	<b>x</b>			Double Pole and mast arm
Additional ROW Required		<b>x</b>		
Construction Easement Required		<b>x</b>		
Install Luminaire		<b>x</b>		
Construct Pedestrian Access Ramp		<b>x</b>		
Install Pedestrian Head and Button		<b>x</b>		
Install Pedestrian Pole		<b>x</b>		
Construct Curb Radius and Sidewalk		<b>x</b>		
Overhead Mast Arm Conflict		<b>x</b>		
Other Possible Overhead Conflicts		<b>x</b>		
Possible Underground Conflicts	<b>x</b>			Unlikely conflict- Good Room to work

**Checklist SR-89 and SR-193 - page 2 of 2**

<b>Quadrant SE</b>	<b>N/A</b>			
Construct Pole Foundation	N/A			
Construct Pole and Mast Arm	N/A			
Additional ROW Required	N/A			
Construction Easement Required	N/A			
Install Luminaire	N/A			
Construct Pedestrian Access Ramp	N/A			
Install Pedestrian Head and Button	N/A			
Install Pedestrian Pole	N/A			
Construct Curb Radius and Sidewalk	N/A			
Overhead Mast Arm Conflict	N/A			
Other Possible Overhead Conflicts	N/A			
Possible Underground Conflicts	N/A			
<b>Quadrant SW</b>				
Construct Pole Foundation	N/A			
Construct Pole and Mast Arm	N/A			
Additional ROW Required	N/A			
Construction Easement Required	N/A			
Install Luminaire	N/A			
Construct Pedestrian Access Ramp	N/A			
Install Pedestrian Head and Button	N/A			
Install Pedestrian Pole	N/A			
Construct Curb Radius and Sidewalk	N/A			
Overhead Mast Arm Conflict	N/A			
Other Possible Overhead Conflicts	N/A			
Possible Underground Conflicts	N/A			
<b>Quadrant NW</b>				
Construct Pole Foundation	N/A			
Construct Pole and Mast Arm	N/A			
Additional ROW Required	N/A			
Construction Easement Required	N/A			
Install Luminaire	N/A			
Construct Pedestrian Access Ramp	N/A			
Install Pedestrian Head and Button	N/A			
Install Pedestrian Pole	N/A			
Construct Curb Radius and Sidewalk	N/A			
Overhead Mast Arm Conflict	N/A			
Other Possible Overhead Conflicts	N/A			
Possible Underground Conflicts	N/A			

**Checklist 44<sup>th</sup> Street @ Washington Blvd. - Page 1 of 2**

Scope of Work	YES	NO	DB	Comments
<b>General</b>				
Refresh all paint striping 200' from center of intersection in all directions	x			
Tie into Existing Signal Interconnect	x			Fiber __x__ Copper __
Provide New Power Source	x			Existing located in <u>NE</u> Quadrant.
Provide New Underground Service Pedestal	x			Existing located in <u>NE</u> Quadrant.
Install New Size <u>  </u> Cabinet & Foundation	x			
Match Existing Striping	x			Paint <u>  </u> x <u>  </u> Tape <u>  </u>
Other Items				
<b>E-W Roadway:</b>				
Provide New Detection	x			
Install New Crosswalks	x			
Install New Traffic Signal Heads	x			
<b>N-S Roadway:</b>				
Provide New Detection	x			
Install New Crosswalks	X			East Side
Install New Traffic Signal Heads	x			Consider SB Movement as Free movement
<b>Quadrant NE (New Construction)</b>				
Construct Pole Foundation	x			
Construct Pole and Mast Arm	x			
Additional ROW Required		x		Possible to construct within existing ROW
Construction Easement Required	x			
Install Luminaire	x			Remove existing luminaire and place new extension on pole. Use 250 Watt HPS full cut off luminaire.
Construct Pedestrian Access Ramp	x			
Install Pedestrian Head and Button	x			
Install Pedestrian Pole			X	
Construct Curb Radius and Sidewalk	x			Increase radius
Overhead Mast Arm Conflict	x			Possible overhead clearance issues.
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts	x			Gas line in vicinity. Will require pothole prior to final locating of pole in this quadrant.

**Checklist 44<sup>th</sup> Street @ Washington Blvd. - Page 2 of 2**

<b>Quadrant SE</b>				
Construct Pole Foundation		x		
Construct Pole and Mast Arm		x		
Additional ROW Required		x		
Construction Easement Required	x			
Install Luminaire		x		
Construct Pedestrian Access Ramp	x			
Install Pedestrian Head and Button	x			
Install Pedestrian Pole	x			
Construct Curb Radius and Sidewalk	x			
Overhead Mast Arm Conflict		x		
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts	x			Gas line and UDOT fiber in vicinity. Will require pothole prior to final locating of pole in this quadrant.
Other	x			Remove first access to bowling alley. Remove and replace curb, gutter and access in this area and replace with new curb and gutter.
<b>Quadrant West</b>				
Construct Pole Foundation	x			Double mast arm pole or two pole foundations
Construct Pole and Mast Arm	x			Double mast arm pole or two poles
Additional ROW Required		x		
Construction Easement Required		x		
Install Luminaire	x			Southwest corner
Construct Pedestrian Access Ramp		x		
Install Pedestrian Head and Button		x		
Install Pedestrian Pole		x		
Construct Curb Radius and Sidewalk		x		
Overhead Mast Arm Conflict		x		
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts		x		

## Checklist SR-273 @ Haight Creek Dr. - Page 1 of 2

Scope of Work	YES	NO	DB	Comments
<b>General</b>				
Refresh all paint striping 200' from center of intersection in all directions . Install x-walks. Remove obsolete pavement marking.	<b>x</b>			
Tie into Existing Signal Interconnect	<b>?</b>			Fiber _____ Copper _____
Provide New Power Source	<b>x</b>			Existing located in <b>NW</b> Quadrant.
Provide New Underground Service Pedestal	<b>x</b>			Existing located in _____ Quadrant.
Install New Size _____ Cabinet & Foundation	<b>x</b>			
Match Existing Striping	<b>x</b>			Paint _____ Tape <b>x</b> _____
Other Items				
<b>E-W Roadway:</b>				
Provide New Detection	<b>x</b>			
Install New Crosswalks	<b>x</b>			
Install New Traffic Signal Heads	<b>x</b>			
<b>N-S Roadway:</b>				
Provide New Detection	<b>x</b>			
Install New Crosswalks	<b>x</b>			
Install New Traffic Signal Heads	<b>x</b>			
<b>Quadrant NE</b>				
Construct Pole Foundation	<b>x</b>			Locate pole behind sidewalk.
Construct Pole and Mast Arm	<b>x</b>			
Additional ROW Required	<b>x</b>			
Construction Easement Required	<b>x</b>			
Install Luminaire	<b>x</b>			Use 250 Watt HPF-Full cutoff
Construct Pedestrian Access Ramp	<b>x</b>			
Install Pedestrian Head and Button	<b>x</b>			
Install Pedestrian Pole		<b>x</b>		
Construct Curb Radius and Sidewalk	<b>x</b>			
Overhead Mast Arm Conflict		<b>x</b>		
Other Possible Overhead Conflicts		<b>x</b>		
Possible Underground Conflicts	<b>x</b>			Power and ATT Fiber
<b>Quadrant SE</b>				
Construct Pole Foundation	<b>x</b>			
Construct Pole and Mast Arm	<b>x</b>			
Additional ROW Required	<b>x</b>			
Construction Easement Required	<b>x</b>			
Install Luminaire	<b>x</b>			Use 250 Watt HPS, full cut off luminaire.
Construct Pedestrian Access Ramp	<b>x</b>			
Install Pedestrian Head and Button	<b>x</b>			
Install Pedestrian Pole	<b>x</b>			
Construct Curb Radius and Sidewalk	<b>x</b>			
Overhead Mast Arm Conflict		<b>x</b>		
Other Possible Overhead Conflicts		<b>x</b>		
Possible Underground Conflicts	<b>x</b>			Gas line
Decorative light pole and vinyl fence may require relocation.	<b>x</b>			

**Checklist SR-273 @ Haight Creek Dr. - Page 2 of 2**

<b>Quadrant SW</b>				
Construct Pole Foundation	x			
Construct Pole and Mast Arm	x			
Additional ROW Required		x		
Construction Easement Required	x			
Install Luminaire			x	Overhead power conflicts. Look for alternatives
Construct Pedestrian Access Ramp	x			
Install Pedestrian Head and Button	x			
Install Pedestrian Pole		x		
Construct Curb Radius and Sidewalk	x			Regrade in front of existing building
Overhead Mast Arm Conflict Possible	x			
Other Possible Overhead Conflicts	x			Power
Possible Underground Conflicts	x			Existing Gas Line
<b>Quadrant NW</b>				
Construct Pole Foundation	x			
Construct Pole and Mast Arm	x			
Additional ROW Required	x			
Construction Easement Required	x			
Install Luminaire		x		
Construct Pedestrian Access Ramp	x			
Install Pedestrian Head and Button	x			
Install Pedestrian Pole		x		
Construct Curb Radius and Sidewalk	x			
Overhead Mast Arm Conflict	x			
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts	x			Power

**APPENDIX 3 ENVIRONMENTAL DECISION DOCUMENT****ENVIRONMENTAL STUDY**

Revised 9/2001

Project Name: Three intersection in Region OneProject No.: SP-9999(669) PIN 3848 Job/Proj. 90142Prepared By: David Holmgren Date: May 6, 2003Address: UDOT R-1 Environmental Phone: 620-1623**SIGNATURES REQUIRED FOR APPROVAL****For Consultant Prepared Documents:**

I have reviewed the information presented in this Environmental Study and I hereby attest that the document is complete and the details of the document are correct.

\_\_\_\_\_  
Consultant Preparer's Signature

Date: \_\_\_\_\_

**FEDERAL AID PROJECTS**

As a result of this Environmental Study, UDOT finds that this project will NOT cause significant environmental impacts and qualifies as a Categorical Exclusion Level \_\_\_\_, under paragraph \_\_\_\_, according to the agreement between UDOT and FHWA for Environmental Approval Authority for selected Categorical Exclusion documents.

**For CE Level II and III Projects:**

Review/Concur: \_\_\_\_\_ Date: \_\_\_\_\_  
UDOT Region Environmental/Hydraulics Engineer

**For CE Level II Projects:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
UDOT Chief Environmental Engineer

**For CE Level III Projects:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
FHWA, Utah Division

**STATE FUNDED PROJECTS**

As a result of this Environmental Study, UDOT finds that this project will NOT cause significant environmental impacts.

Review/Approved: Dan R. King Date: 5/13/03  
 UDOT Region Environmental/Hydraulics Engineer

**Purpose and Need for Action**

The purpose of this project is to improve capacity at three warranted intersections in Region One.

**Description**

(Attach appropriate map(s) and typical section(s) showing proposed design)

This project will install signals at three intersections. One at SR-273 and Haight Creek Dr. in Kaysville. One at SR-193 and SR-89 in Layton. The third one at 4400 South and Washington Blvd. in South Ogden.

**Roadway Functional Classification** - For Federal Aid Roadway Projects Only

☐ The facility is classified as a Rural Minor Collector or higher. This is required to be eligible for federal funding.

**Public Hearing/ Opportunity for Public Hearing**

NO ☒ YES ☐ This project will add additional through traffic lanes, substantially change the layout or function of itself or connecting roadways, including access limitations.

NO ☒ YES ☐ This project has a substantial adverse impact on abutting property.

NO ☒ YES ☐ There are significant social, economic, environmental or other effects. (If yes, a Categorical Exclusion is not applicable.)

NO ☒ YES ☐ FHWA has determined that a public hearing is in the public interest.

If the answer to ANY of the above questions is YES, a public hearing or opportunity for a public hearing is required (attach documentation identifying date and location of hearing, summary of comments, and responses to substantial comments or include certification of opportunity for hearing).

What types of public involvement have been provided? Check the appropriate line(s) below:  
 Attach a brief description of the event held, comments and responses to those comments.

- ☐ Public Hearing in accordance with state and federal procedures  
☐ Opportunity for Public Hearing advertised  
☐ Open House  
☐ Neighborhood Meeting  
☐ Agency Meeting  
☐ Other: \_\_\_\_\_



**Right-of-Way**

NO ☒ YES ☐ Acquisition of right-of-way is required.

For projects that require right-of-way:

NO ☐ YES ☐ The right-of-way required is significant because of its: size, location, use, or relationship to remaining property and abutting properties. If the right-of-way required is significant, the project **does not** qualify as a categorical exclusion.

2 No. of Parcels Affected

0.02 No. of Acres Required

**Cultural**

YES ☒ The Region NEPA/NHPA Specialist has determined that either the project is a type of activity that does not have the potential to cause effects on historic properties or meets the conditions of the MOU with SHPO for state-funded minor highway improvement projects. If No, proceed to **All Other Projects** section.

**If YES:**

☒ A memo is attached from the UDOT Region NEPA/NHPA Specialist granting cultural clearance. Cultural coordination is complete.

**All Other Projects**

☐ SHPO concurrence with the Determination of Eligibility and Finding of Effect is attached. Where applicable, Advisory Council concurrence and an executed Memorandum of Agreement is attached. (Note: All consultation must be submitted through UDOT).

**Native American Consultation (required for every project that has the potential to cause effects on historic properties):**

NO ☐ YES ☐ Letters for Native American consultation have been sent and follow-up calls have been made. See attached letters and responses from tribes if applicable. If no, provide an explanation.

NO ☐ YES ☐ Impacts to historic properties of concern to Native American Tribes require mitigation or avoidance. Mitigation commitments are attached if applicable.

**For Projects That Have an Adverse Effect on Historic Properties:**

☐ A formal public notice has been published in area newspapers.

**Paleontological**

YES ☒

The Region NEPA/NHPA Specialist has determined that the project meets the paleontological MOU conditions under which a concurrence from the UGS is not required (may still require a UGS file search). If No, proceed to All Other Projects section.

**If YES:**

☒

A memo is attached from the UDOT Region NEPA/NHPA Specialist granting paleontological clearance. Paleontological coordination is complete.

**All Other Projects:**

State Paleontologist concurrence with the Finding of Effect and the monitoring and/or mitigation measures is attached.

**Rare, Threatened or Endangered Species**

☒

Clearance letter from USFWS or the UDOT Wildlife Biologist IS attached. (Note: Letters should be less than 1 year old from date of issue or they need to be updated by issuing agency.)

**Invasive Species**

☒

This project does not have the potential to introduce or spread invasive species included on the noxious weed list of the State of Utah and the county noxious weed list based on project location.

—

This project HAS the potential to introduce or spread invasive species included on the noxious weed list of the State of Utah and the county noxious weed list based on the project location. Best management practices (BMP's) will be implemented to minimize the spread of invasive species. These BMP's are listed in the mitigation section or included in the project specifications.

**Noise**

☒

This project is NOT a Type I or a Type II project as defined by 23CFR772. There is NO potential for noise impact.

—

This IS a Type I or Type II project as defined by 23CFR772. A noise study IS attached.

**Water Pollution, Wetlands, Floodplains, Stream Encroachments**

☒

This project will have NO effect on wetlands, floodplains or water quality and will not encroach on any stream.

—

This project MAY affect wetlands, floodplains, water quality, or may encroach on a stream. Coordinate with UDOT Region Hydraulics Engineer. Appropriate mitigation commitments and permit requirements are attached. (See Appendix D)

**Hazardous Waste**

☒ On site inspection of the project gives NO indication of the presence of hazardous waste.

☐ On site inspection of the project indicates there MAY be hazardous waste. Appropriate evaluation, clearance and mitigation requirements are attached.

**Prime, Unique, Statewide, or Local Important Farmland**

☒ This project requires no additional right-of-way or is in an urbanized area whose land use maps indicate there are NOT now, nor will NOT likely be in the future any farming activities on the right-of-way to be acquired.

☐ This project MAY affect Prime, Unique, Statewide, or Local Important Farmland. US Soil Conservation Service letter and Form AD1006 are attached. (Note: Letters should be less than 1 year old from date of issue or they need to be updated by issuing agency.)

**Air Quality**

Check the applicable line below:

☐ This project by its nature will NOT affect traffic volumes or flow (does not add or alter roadway capacity) and will NOT otherwise affect prevailing air quality. Air Quality Coordination is complete.

☒ The project adds or alters roadway capacity or will result in increased traffic volumes (addition of through traffic lanes or intersection/signal improvements). This project MAY affect air quality. Proceed to the Regional Conformity and Project Level sections.

**Regional Conformity Requirements**

NO\_\_ YES ☒ This project is in a non-attainment or maintenance area for carbon monoxide (CO), ozone (O<sub>3</sub>), or particulate matter (PM<sub>10</sub>). These areas currently include: Weber County, Davis County, Salt Lake County and Utah County. If No, proceed to Project Level section.

**If YES:**

☒ The project must be included in a Metropolitan Planning Organization (MPO) conforming Long Range Plan and Transportation Improvement Program (TIP). There have been no significant changes to the project's design and scope since the conformity analysis. For questions, please call Elden Bingham (965-3809). Proceed to the Project Level section below.

**Project Level Requirements**

**I. Carbon Monoxide (CO):**

**For roadway widening projects:** If Not Applicable, continue to next item.

NO\_\_ YES ☐ The project involves adding additional through traffic lanes greater than ½ mile in length. If Yes, a **CO Hot Spot analysis of the worst location(s) is required.** go to



item C.

**For intersection/signalization projects:**

Project Location:

NO ☐ YES ☒ The project is located in an urbanized area: Weber County, Davis County, Salt Lake County or Utah County. If Yes, go to item A. If No, go to item B.

**A. For projects in an urbanized area:**

NO ☒ YES ☐ The existing LOS of the intersection is C or better **and** the projected LOS of the intersection will be C or better in the design year. If "No", a quantitative CO Hot Spot analysis is required, go to item C. If "Yes", a quantitative CO Hot Spot analysis is not required. The "build" LOS in the design year is expected to be higher than the "no build" LOS. (This qualitative analysis indicates that the project should not cause or contribute to any new localized CO violations or increase the frequency or severity of any existing CO violations)  
*Only one intersection has a LOS that is worse than C, the intersection at SR-193 and SR-89. A hot spot analysis was completed for this intersection only.*

**B. For projects outside an urbanized area:**

NO ☐ YES ☐ The "build" LOS in the design year is expected to be higher than the "no build" LOS. (This qualitative analysis indicates that the project should not cause or contribute to any new localized CO violations or increase the frequency or severity of any existing CO violations). If No, the project should be modified accordingly.

**C. Quantitative CO Hot Spot Analysis using CAL3QHC**

NO ☐ YES ☒ A CO Hot Spot analysis shows no violations of the NAAQS. The project will not cause or contribute to any new localized CO violations or increase the frequency or severity of any existing violations. Results of the CO hot spot analysis are attached.

If "No", consider modifying the signal timing and re-running the analysis or use the CAL3QHCR version if air quality monitoring data is available. If the NAAQS are still exceeded, compare projected "no-build" CO levels with the "build" CO levels for the design year. CO levels for the build alternative must be less than no-build CO levels for the design year, otherwise, the project must be modified accordingly.

**II. Particulate Matter (PM 10)**

NO ☒ YES ☐ The project adds or alters roadway capacity and is in a non-attainment area for PM-10. These areas include: Ogden City, Salt Lake County and Utah County. If Yes, a quantitative Hot Spot analysis for PM10 is not required until the EPA announces the availability of this guidance in the Federal Register. However, a qualitative PM-10 Hot Spot Analysis is required. Continue below, at least one item must be checked "Yes" to satisfy the requirements for a qualitative analysis.

NO ☐ YES ☐ Interagency consultation with the FHWA, UDOT Environmental Services and the DAQ, has concluded that this project is not likely to cause additional PM-10 violations or increase the severity of existing violations.

NO ☐ YES ☐ Existing air quality and meteorological factors and climate in the project area suggest that this project is not likely to cause additional PM-10 violations or increase the severity of existing violations.

**Construction Impacts**

NO ☒ YES ☐ The project has the potential to increase particulate matter due to construction activities. If YES, Best Management Practices to minimize fugitive dust will be incorporated on the project in accordance with DAQ (Division of Air Quality) procedures.

**Relocations**

☒ There will be NO relocations of residences or businesses resulting from this project.

☐ There MAY be relocations of residences or businesses as a result of this project. Appropriate explanatory material is attached.

**Land Use / Urban Policy**

☒ This project will NOT affect land use or urban policy.

☐ This project WILL affect land use or urban policy. Explanatory material is attached.

**Section 4(f) or Section 6(f) Properties - For Federal Aid Projects Only**

NO ☒ YES ☐ There is Section 4(f) involvement.

☐ A Programmatic Section 4(f) Evaluation is included.

☐ An individual Section 4(f) Evaluation has been prepared.

NO ☒ YES ☐ There is Section 6(f) involvement.

☐ A Section 6(f) Evaluation is included.

**Other Environmental Factors Considered**

This project, except as noted and explained in attachments, will have no serious or lasting effect on the following factors:

- ☒ Visual
- ☒ Social/Economic
- ☒ Natural Resources
- ☒ Construction

- ☒ Energy
- ☒ Geology/Soils
- ☒ Wild/Scenic Rivers
- ☒ Ecology

**Mitigation**

- ☒ No mitigation commitments are required for this project.
- ☐ Mitigation commitments are required for this project. A list of these commitments is as follows.

**Conclusion**

- ☒ No significant environmental impacts are expected;
- ☒ No substantial controversy exists on environmental grounds;
- ☒ No significant impacts are expected to properties protected by Section 4(f) of the DOT Act or Section 106 of the National Historic Preservation Act; and
- ☒ No inconsistencies with any Federal, State, or local law, requirement or administration determination relating to the environmental aspects of the action are expected.





**Utah!**  
*Where ideas connect*

# MEMORANDUM

Utah Department of Transportation  
Region One

**TO:** Bill Gooch

**FROM:** Shaun Nelson, M.A. *Shaun Nelson*  
Regional Preservation Specialist

**DATE:** April 1, 2003

**SUBJECT:** U.C.A. 9-8-404, and U.C.A. 63-73-19 Compliance.  
Cultural and Paleontological Clearance.

Project: Three Intersections in Region One; SR-273 at Haight Creek Dr., Kaysville, SR-193 at US-89 North Bound Ramp, Layton, SR-89 at 4400 South, South Ogden, SP-9999(669), in Weber and Davis Counties, Utah Traffic Signal Installation  
PIN#: 3848

This memorandum is to advise you that the subject project is granted cultural and Paleontological clearance. I have reviewed the project and there is no potential to affect cultural resources. This project falls under the existing Memorandum of Understanding (MOU) between the UDOT and the Utah State Historic Preservation Office (SHPO), and does not require SHPO notification or concurrence. The Section 9-8-404 (state - cultural) process has been met for this project, providing the subject project boundaries and scope of work do not substantially change. This project will have No Effect on Historic Properties.

This project falls under the existing MOU between the UDOT and Utah Geological Survey (UGS), and does not require UGS notification or concurrence. Therefore, the U.C.A. 63-73-19 (state - Paleontological) process has been met for this project, providing the project boundaries and scope of work does not substantially change.

Please keep in mind, however, that the UDOT Standard Specification 1355 1.9 applies to this project, and stipulates procedures to be followed should any buried historic, archaeological or paleontological resource(s) be uncovered during construction of the project. Please notify me immediately if any such discoveries are made.

I very much appreciate your assistance in securing cultural compliance for this project. Should you need any additional information or assistance, please feel free to contact me at 620-1635.

## **CARBON MONOXIDE (CO) HOT SPOT ANALYSIS**

### **Three intersections in Region One SP-9999(669)**

This project has the potential to impact air quality in Davis County due to the addition of a new signal at the intersection of SR-193 and the northbound ramp of SR-89. For this reason a CO Hot Spot Analysis was conducted for the project.

The analysis was done using EPA air quality software models Mobile5B and CAL3QHC. Mobile5B was used to determine an emission factor for free flowing speeds and also for idle speeds. This emission factor was used as input for the CAL3QHC model to determine the projected CO concentrations. National Ambient Air Quality Standards for CO are 35.0 ppm for 1 hour concentration and 9.0 ppm for 8 hour concentration.

Background 1 hour CO concentration : 8.0 ppm  
Background 8 hour CO concentration : 5.0 ppm

The results of the Hot Spot Analysis for the worst case receptor is as follows (See next page for calculations):

Receptor 5 (Southeast corner of intersection)  
1 hour concentration: **10.3 ppm < 35.0 ppm**  
8 hour concentration: **6.6 ppm < 9.0 ppm**

#### Conclusion

From the above analysis it appears that this project will conform with the National Ambient Air Quality Standards for CO in the year 2023.



*Memorandum*

*Utah Department of Transportation*

To: Christopher Lizotte, R-I  
NEPA Specialist

From: Paul W. West, UDOT  
Wildlife Program Manager

Date: April 3, 2003

Re: SP-9999(669) Signal Installation at three locations:  
SR-273 @ Hight Creek Dr. in Kaysville  
SR-193 @ US-89, Northbound Ramp, in Layton  
SR-89 (Washington) @ 4400 South, in South Ogden  
(CID 9014201D)

cc: Reed Soper - UDOT Environmental  
David Holmgren - UDOT, Region I  
Pam Kramer - UDWR, Northern Region, Ogden  
File

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In reply to your request for coordination with the U.S. Fish and Wildlife Service for the above-referenced projects, I have evaluated these projects and feel confident they would have "no effect" to Federally-listed Threatened, Endangered, or Candidate species.

Inasmuch as these are State-funded projects, with no federal involvement of which I am aware, and having determined that no Federally-listed Threatened, Endangered, or Candidate species is likely to be affected, we are not under obligation to report these projects to the U.S. Fish and Wildlife Service, and thus do not require a letter of "concurrence" from them in order to proceed.

This memorandum serves as "concurrence" for these projects' environmental documentation, and no further consultation under Section 7 of the Endangered Species Act, is required.

If you have any questions, please call me at (801) 965-4672.

C:\My Documents\UDOT Files\T&E Species\Signal Installation at three locations.wpd

## APPENDIX 4 PROPOSAL GUARANTY

## Bid Bond

FAX to UDOT prior to the 2:00 P.M. bid opening date, Fax numbers: (801) 965-4403 or (801) 965-4363.

Principal \_\_\_\_\_  
 Surety \_\_\_\_\_  
 Sum of Bond Five Percent (5%) of the Total Amount of Accompanying Bid \_\_\_\_\_  
 Date Bond Executed \_\_\_\_\_  
 Bid Open Date \_\_\_\_\_

KNOW ALL MEN OF THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the STATE OF UTAH, ACTING BY AND THROUGH THE UTAH DEPARTMENT OF TRANSPORTATION, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above for:

\_\_\_\_\_, the same being identified as Federal Aid Project No. \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the obligee for the faithful performance thereof within 15 days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the Utah Department of Transportation as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the obligee for the faithful performance thereof within 15 days after being notified in writing of such contract to the principal, then this obligation shall be null and void.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Individual or Partnership Principal \_\_\_\_\_  
 Corporate Principal \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Affix Corporate Seal \_\_\_\_\_  
 Corporate Surety \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 By \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Title Attorney-in-Fact \_\_\_\_\_  
 Affix Corporate Seal \_\_\_\_\_

STATE OF UTAH

Salt Lake City, Utah

COUNTY OF SALT LAKE

\_\_\_\_\_ being first duly sworn, on oath deposes and says that he/she is the Attorney-in-Fact of the above-named Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Attorney in Fact \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**APPENDIX 5 PRICE PROPOSAL BID SHEET****CONSTRUCTION UNIT PRICE ELEMENTS**

DESIGN-BUILD  
TRAFFIC SIGNAL SYSTEM IMPROVEMENTS  
SR-273 & Haight Creek Dr. , Kaysville  
SR-89 & SR-193, Layton  
44<sup>th</sup> Street & Washington Blvd.

PROJECT NUMBER SP-9999(669)

**Note:** This project is lump sum and includes all materials, labor, overhead and profit to complete the project as described in this RFP. PRICE PROPOSALS will only be considered for proposers who have achieved a passing score in all the Pass/Fail and scored criteria.

This PRICE PROPOSAL is to be in a separate sealed envelope clearly identifying the Proposer's Team Name and with the words "PRICE PROPOSAL for Project SP-9999(668).

Item	Element	Amount
1	Lump Sum Signal Intersections at Three Locations SR-273 & Haight Creek Dr. , Kaysville SR-89 & SR-193, Layton 44 <sup>th</sup> Street & Washington Blvd.	\$ _____

Signed \_\_\_\_\_ (Authorized Signer for Team)

Date \_\_\_\_\_

Notary \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX 6 DRB GUIDE SPECIFICATIONS

### 1.01 General

#### A. Definitions

1. **Board**-See Dispute Review Board.
2. **Contract**-The construction contract of which this Specification section is a part
3. **Dispute**-A claim, change order request, or other controversy that remains unresolved at the project level following good faith negotiations between authorized representatives of the Owner and Design-Builder.
4. **Dispute Review Board**-Three neutral individuals mutually selected by the Owner and Design-Builder to consider and recommend resolution of Disputes referred to it. One of these individuals will be the UDOT Innovative Contracting Engineer or their designee.

#### B. Summary

1. A Dispute Review Board will be established to assist in the resolution of Disputes in connection with, or arising out of, performance of the work of this Contract.
2. Either the Owner or the Design-Builder may refer a Dispute to the Board. Such referral should be initiated as soon as it appears that the normal Owner-Design-Builder dispute resolution effort is not succeeding, and prior to initiating other dispute resolution procedures of filing of litigation by either party.
3. Promptly thereafter, the Board will impartially consider the Dispute(s) referred to it. The Board will provide a nonbinding written recommendation for resolution of the Dispute to the Owner and the Design-Builder.
4. Although the recommendation of the Dispute Review board should carry great weight for both the Owner and the Design-Builder, they are not binding on either party.

#### C. Scope

1. This specification describes the purpose, procedure, function, and features of the Dispute Review Board. A Three-Party Agreement among the Owner, Design-Builder, and three members using the form and content of Attachment A will formalize creation of the Board and establish the scope of its service and the rights and responsibilities of the parties. In the event of a conflict between this Specification and the Three-Party Agreement, the latter governs.

**D. Purpose**

1. The Board, as an independent third party, will assist in and facilitate the timely and equitable resolution of disputes between the Owner and the Design-Builder in an effort to avoid acrimony, construction delay, and more formal means of dispute resolution.
2. Creation of the Board is not intended to promote Owner or Design-Builder default on the responsibility of making a good-faith effort to settle amicably and fairly their differences by indiscriminate referral to the Board.

**E. Continuance of Work**

1. Both parties shall proceed diligently with the work and comply with all applicable Contract provisions while the Dispute Review Board considers a Dispute.

**F. Tenure of Board**

1. The Board will be deemed established after all parties execute the Three-Party Agreement.
2. The Board will be dissolved as of the date of final payment to the Design-Builder unless earlier terminated or dissolved by mutual agreement of the Owner and Design-Builder.

**1.02 Membership****A. General**

1. The Dispute Review Board will consist of one member nominated by the Owner and approved by the Design-Builder, one member nominated by the Design-Builder and approved by the Owner, and a third member nominated by the first two members and approved by both the Owner and the Design-Builder. The third member will serve as Chairman unless the parties otherwise agree.

**B. Criteria**

1. Experience
  - a. It is desirable that all Dispute Review Board members be experienced with the type of construction involved in the project, interpretation of contract documents, and resolution of construction disputes.
  - b. The goal in selecting the third member is to complement the experience of the first two and to provide leadership of the Board's activities.
2. Neutrality
  - a. It is Imperative that the Board members be neutral, act impartially, and be free of any conflict of interest.
  - b. For purposes of this subparagraph, the term "member" also includes the member's current primary or full-time employer, and "involved" means having a contractual relationship with either party to the Contract, such as a subcontractor, architect, engineer, or construction manager.

- c. Prohibitions; disqualifying relationships for prospective members:
  - (1) An ownership interest in any entity involved [with] the construction contract, or a financial interest in the contract, except for payment for services on the Dispute Review Board;
  - (2) Previous employment by, or financial ties to, any party involved in the construction contract within a period of 30 years prior to award of the Contract, except for fee-based consulting services on other project;
  - (3) A close professional or personal relationship with any key members of any entity involved in the construction contract which, in the Judgment of either party, could suggest partiality;
  - or
  - (4) Prior involvement in the project of a nature which could compromise that member's ability to participate impartially in the Board's activities.
- d. Prohibitions; disqualifying relationships for members:
  - (1) Employment, including fee-based consulting services, by any entity involved in the construction contract except with the express approval of both parties;
  - (2) Discussion concerning, or the making of, an agreement with any entity involved in the Contract regarding employment after the Contract is completed.

### **C. Disclosure Statement**

As a part of the selection process, the first two prospective members will be required to submit complete disclosure statements for the approval of both the Owner and the Design-Builder. Each statement shall include a resume of experience, together with a declaration describing all past, present, and anticipated or planned future relationships, including indirect relationships through the prospective members' primary or full-time employer, to this project and with all parties involved in the Contract, including subcontractors, design professionals, and consultants. Disclosure of close professional or personal relationships with all key members of all parties to the Contract shall be included. The third Board member will be required to submit such a statement to the first two Board members and to the Owner and Design-Builder as a part of his selection and evaluation process.

### **D. Selection Process**

- 1. Nomination and approval of first two members
  - a. The Owner and the Design-Builder shall each nominate a proposed Board member and convey the nominee's name and disclosure statement to the other party within 4 weeks after Contract award.
  - b. If the nominee is not rejected within 2 weeks after receipt of the name and disclosure statement, he shall be deemed approved.
  - c. No reasons for rejection need be stated. In the event of rejection, the nominating party shall submit another nomination within two weeks of receipt until two mutually acceptable members are named.

## 2. Nomination and approval of third member

- a. Upon approval of both of the first two members, the Owner and the Design-Builder will notify them to begin selection of the third member. The first two members will endeavor to nominate a third member who meets all the criteria listed above. The third member shall be nominated within 4 weeks after the first two members are notified to proceed with his selection. The nominee's name and disclosure statement will be conveyed to the Owner and the Design-Builder, who will either accept or reject the nominee within four weeks. No reasons for rejection need be stated. In the event of rejection, the first two members will be requested to submit another nomination within two weeks of receipt of notice of rejection.
- b. In the event of an impasse in selection of the third member from nominees of the first two members, the third member shall be selected by mutual agreement of the Owner and the Design-Builder. In so doing, they may, but are not required to, consider nominees offered by the first two members.

### **E. Three-Party Agreement**

1. All three Dispute Review Board members and the authorized representatives of the Owner and the Design-Builder shall execute the Dispute Review Board Three-Party Agreement within 4 weeks after the selection of the third member.

## **1.03 Operation**

### **A. General**

1. Dispute Review Board operating procedures consistent with this specification will be formulated by the Board as a task under the Three-Party Agreement

### **B. Contract Documents, Reports and Information**

1. The Owner will provide a conformed set of plans and specifications to each Board member.
2. The members will be kept informed of construction activity and other developments by means of timely transmittal of relevant information prepared by the Owner and the Design-Builder 'in the normal course of construction, including but not limited to periodic reports and minutes of progress meetings.

### **C. Periodic Meetings and Visits**

1. The Board will visit the project site and meet with representatives of the Owner and the Design-Builder at regular intervals and at time of significant construction events. The frequency and scheduling of these visits will be as agreed among the Owner, the Design-Builder, and the Board, depending on the progress of the work. In the case of failure to agree, the Board will schedule the visits.
2. Each meeting shall consist of an informal roundtable discussion followed by a field observation of the work. The roundtable discussion will be attended by personnel of the Owner and the Design-Builder. The agenda will generally include the following:
  - a. Meeting convened by the Chairman of the Dispute Review Board.
  - b. Design-Builder discussion items:
    - (1) Work accomplished since the last meeting;
    - (2) Current status of the work schedule and schedule for future work;
    - (3) Anticipated or potential problems and proposed solutions;
    - (4) Status of current and potential disputes, claims, and other controversies.
  - c. Owner discussion items:
    - (1) The work schedule;
    - (2) Perspectives on potential disputes, claims, and other controversies;
    - (3) Status of past disputes, claims, and other controversies.
  - d. Such other items as the parties may wish to discuss with the Board.
  - e. Set tentative date for next meeting(s).
3. The Owner shall prepare minutes of regular meetings and circulate them for comments, revisions, and/or approval of all concerned.
4. The field observations shall cover all active segments of the work. The Board shall be accompanied by representatives of both the Owner and Design-Builder.

### **1.04 Review of Disputes**

#### **A. General**

1. The Owner and the Design-Builder will cooperate to ensure that the Board considers Disputes promptly, taking into consideration the particular circumstances and the time required to prepare appropriate documentation.
2. Procedures and time periods may be modified by mutual agreement.

#### **B. Prerequisites to Review**

A Dispute is subject to referral to the Board when:

1. Either party believes that bilateral negotiations are not likely to succeed or have reached an impasse, and,



2. If the Contract provides for a prior decision by the [Architect][Engineer][Construction Manager], such a decision has been issued. (In this case the parties shall cooperate to timely comply with this requirement and may waive it by mutual agreement.)

### **C. Requesting Review**

1. Either party may refer a dispute to the Board. Requests for Board review shall be submitted in writing to the Chairman of the Dispute Review Board and shall state the Dispute in connection with, or arising out of, performance of the work of this Contract which the parties have considered but have been unable to resolve. The Request for Review shall state clearly and in full detail the specific issues of the Dispute to be considered by the Board and include a recommendation as to whether it may be heard at the next regular meeting or at a special meeting.
2. A copy of the Request for Review shall be simultaneously provided to the other party.
3. After conferring with both parties, the Board Chairman will establish a submittal schedule so that adequate time is allowed for the other party to respond to the requesting party's statements and the supporting documentation before the hearing.

### **D. Scheduling Review**

1. The Three-Party Agreement empowers the Board to schedule hearings.
2. Upon receipt of a Request for Review, the Chairman will schedule a hearing date.

### **E. Pre-hearing Requirements**

1. Concise written position statements shall be prepared by both parties, with page number references to any supporting documentation, and submitted to each Board member and to the other party.
2. A single and complete compilation of supporting documentation, with pages consecutively numbered for ease of reference, is most desirable. The parties shall cooperate in compiling this documentation and submitting it to each Board member for review before the hearing.
3. The party requesting the Board review shall submit its position statement first, followed by the other party.

### **F. Hearing**

1. Normally the hearing will be conducted at the job site. However, any location that would be more convenient and still provide all required facilities and access to necessary documentation is satisfactory. Private sessions of the Board may be held at any convenient location.
2. The third member of the Board will act as Chairman of the hearing, or he may appoint one of the other members.

3. The Owner and the Design-Builder shall have representatives at all hearings. The Party requesting Board review will first present its position, followed by the other party. Each party will be allowed successive rebuttals until all aspects are fully covered. The Board members and the parties may ask questions, request clarification, or ask for additional data. In difficult or complex cases, additional hearings may be necessary in order to facilitate full consideration and understanding of all the evidence presented by both parties. Both the Owner and the Design-Builder shall be provided full and adequate opportunity to present all their evidence, documentation, and testimony regarding all issues before the Board.
4. Normally, a formal transcript will not be prepared. When requested by either party, the Board may allow recordation and transcription by a court reporter with the cost to be allocated as agreed by the parties. Audio or video recordings will not be permitted.
5. Attendance by, or participation of, lawyers will be at the discretion of the Board.

#### **G. Deliberations**

1. After the hearing is concluded, the Board will confer to formulate its recommendations. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential from disclosure to others.

#### **H. Recommendation**

1. The Board's recommendation for resolution of the dispute will be provided in writing to both the Owner and the Design-Builder within 2 weeks of the completion of the hearings. In difficult or complex cases, and in consideration of the Board's schedule, this time may be extended by mutual agreement of all parties.

#### **I. Acceptance or Rejection**

1. Within 2 weeks of receiving the Board's recommendation, or such other time specified by the Board, both the Owner and the Design-Builder shall provide written notice to the other and to the Board of acceptance or rejection of the Board's recommendation. The failure of either party to respond within the specified period shall be deemed an acceptance of the Board's recommendation. If, with the aid of the Board's recommendation, the Owner and the Design-Builder are able to resolve their dispute, the Owner will promptly process any required Contract changes.

#### **J. Clarification and Reconsideration**

1. Should the dispute remain unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request that the Board clarify specified portions of its recommendation.
2. If new evidence has become available, either party may request that the Board reconsider its recommendation.

## **K. Admissibility**

1. If the Board's recommendation does not resolve the dispute, the written recommendation, including any minority report, will be admissible as evidence to the extent permitted by law in any subsequent dispute resolution proceeding or forum to establish (a) that a Dispute Review Board considered the Dispute, (b) the qualifications of the Board members, and (c) the Board's recommendation that resulted from the process.

### **1.05 Payment**

- A. The fees and expenses of all three members of the Board shall be shared equally by the Owner and the Design-Builder. The Design-Builder shall pay the invoices of all Board members after approval by both parties. The Design-Builder will then bill the Owner for 50 percent of such invoices.
- B. The Owner, at its expense, will prepare and mail minutes and progress reports, and provide administrative services such as conference facilities and secretarial services.
- C. If the Board desires special services such as legal or other consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

## APPENDIX 7 DISPUTE REVIEW BOARD THREE-PARTY AGREEMENT

(To be executed after award of the Contract)

### I. Parties

A. Owner \_\_\_\_\_

B. Contractor \_\_\_\_\_

C. Dispute Review Board Members:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

### II. Situation

A. The Owner and Contractor are now engaged in the construction of the \_\_\_\_\_  
\_\_\_\_\_ (project name).

B. The \_\_\_\_\_ (project name) Contract provides for the establishment and operation of a Dispute Review Board ("Board") to assist in resolving Disputes as defined therein.

### III. Purpose

A. The objective of the Board is to consider, fairly and impartially, the disputes referred to it, and to provide written recommendations to the Owner and Contractor for resolution of these Disputes.

### IV. Scope of Work

The scope of work of the Board includes, but is not limited to, the following:

#### A. Project Site Visits

1. The Board members shall visit the project site to keep abreast of construction activities and to become familiar with the work in progress. The frequency, time, and duration of these visits shall be mutually agreed upon among the Board, the Owner, and the Contractor. In case of failure to agree, the Board shall schedule the visits.
2. In the case of an actual or potential dispute involving an alleged differing site condition or specific construction problem, it may be advantageous for the Board to view personally any relevant conditions. If viewing by the Board would cause delay to the project, videos, photographs, and descriptions of these conditions, collected by either or both parties, will be utilized.

## **B. Establish Procedures**

1. During its first meeting at the project site, the Board shall, with the agreement of all parties, establish procedures for the conduct of its routine site visits and its hearings of disputes. The conduct of its business shall, in general, be based on the Specification provisions.
2. It is not desirable to adopt hard-and-fast rules for the functioning of the Board. The entire procedure shall be kept flexible to adapt to changing situations. The Board shall initiate, with the Owner's and Contractor's concurrence, new procedures or modifications to old ones whenever this is deemed appropriate.

## **C. Recommend Resolution of Disputes**

1. Upon receipt by the Board of a written Request for Review of a Dispute, either from the Owner or the Contractor, the Board shall convene a hearing to review and consider the Dispute and thereafter issue a written recommendation to the Owner and the Contractor.
2. It is expressly understood that all Board members are to act impartially and independently in the consideration of facts and conditions surrounding any dispute. During the hearing, no Board member shall express any opinion concerning the merit of any facet of the case.
3. The Board shall make every effort to reach a unanimous recommendation. If this proves impossible, the dissenting member may prepare a minority report.
4. The Board's recommendation, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based on the pertinent provisions of the Contract, applicable laws and regulations, and the facts and circumstances involved in the dispute. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand it.
5. The recommendation concerning any dispute is not binding, unless agreed otherwise by the Owner and the Contractor.

## **D. Other**

1. The Board members shall become familiar with the Contract Documents, review periodic reports, and maintain a current file.
2. Except for providing the services required in the Agreement, the Board and its individual members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems which might compromise the Board's integrity.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purpose of this Agreement.

## **V. Contractor Responsibilities**

- A. Except for its participation in the Board's activities as provided in the Contract Documents and in this Agreement, the Contractor shall not solicit advice or consultation from the Board or its members on matters dealing with the conduct of the work or resolution of problems which might compromise the Board's integrity.
- B. The Contractor shall furnish each Board member with pertinent Contractor-prepared documents, such as progress schedules, to supplement the documents provided by the Owner.

## **VI. Owner Responsibilities**

- A. Except for its participation in the Board's activities as provided in the Contract Documents and in this Agreement, the Owner shall not solicit advice or consultation from the Board or its members on matters dealing with the conduct of the work or resolution of problems which might compromise the Board's integrity.
- B. The Owner shall:
  1. Furnish each Board member with one copy of all Contract Documents, including but not limited to the specifications, plans, addenda, progress schedule and updates, weekly progress reports, minutes of progress meetings, change orders, and other documents pertinent to the performance of the contract and necessary to the Board's work.
  2. In cooperation with the Contractor, coordinate the operations of the Board.
  3. Furnish conference facilities at or near the site and provide secretarial and copying services.

## **VII. Time for Beginning and Completion**

- A. The Board shall be active throughout the duration of the Contract. It shall begin operation upon written authorization of the Owner following execution of this Agreement and shall terminate its activities on completion of the Construction contract after final payment has been made.
- B. Except for choosing a third member by the first two members, the Board members shall not begin any work under the terms of this Agreement until authorized in writing by the Owner.

## **VIII. Payment**

- A. Payment for services of the Owner-appointed and Contractor appointed members of the board shall be at the rates agreed to between the Owner and the Contractor and the respective appointed Board members. Changes in the billing rates are subject to agreement between the Owner and the Contractor and the respective appointed members.
- B. Payment for services rendered by the third member of the Board will be made at the rate agreed to among the Owner, the Contractor, and the third member. Changes in the billing rate are subject to agreement among the Owner, the contractor, and the third member.
- C. The first two members will be reimbursed for the time and expense associated with choosing the third member.
- D. Direct, non-salary expenses will be reimbursed at the actual cost to the Board member. These expenses may include, but are not limited to, automobile mileage, parking, and travel expenses from the Board member's point of departure to the initial point of arrival, automobile rental, food and lodging, printing, long-distance telephone, postage, and courier delivery. Billing for these expenses shall include an itemized listing supported by copies of the original bills, invoices, and expense accounts.
- E. Each Board member may submit invoices for payment for work completed not more often than once per month during the progress of work. Such invoices shall be in a format approved by the Owner and Contractor, and accompanied by a general description of activities performed during that period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the Board member together with direct, non-salary expenses. Satisfactorily submitted invoices shall be paid within 30 days.
- F. Invoices of the Board members shall be paid by the Contractor unless otherwise agreed by both parties and the Board. Payments shall constitute full compensation for work performed and services rendered and for all materials, supplies and incidentals necessary to serve on the Board.
- G. The cost records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of the Owner or Contractor for 3 years after final payment.

## **IX. Termination of Agreement**

- A. This Agreement may be terminated by mutual agreement of the Owner and the Contractor at any time upon not less than 4 weeks' written notice to the other parties.
- B. Board members may withdraw from the Board by providing 4 weeks' written notice. Board members may be terminated for or without cause only by their original appointer. Only the Owner may terminate the Owner-appointed member; only the Contractor may terminate the Contractor-appointed member; and the first two members or the Owner and Contractor must agree to terminate the third member.

- C. Should the need arise to appoint a replacement Board member, the replacement member shall be appointed in the same manner as the original member was appointed. The selection of a replacement Board member shall begin promptly upon notification of the necessity and shall be completed within 4 weeks. This Agreement will be amended to indicate changes in Board membership.

## **X. Legal Relations**

- A. Each Board member, in the performance of his or her duties on the Board, is acting in the capacity of an independent agent and not as an employee of either the Owner or the Contractor.
- B. The Owner and Contractor expressly acknowledge that each Board member is acting in a capacity intended to facilitate resolution of Disputes. Accordingly, it is agreed and acknowledged that to the fullest extent permitted by law, each Board member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing, and recommendation of resolution for Disputes rightfully referred to the Board.
- C. Each Board member shall be held harmless for any personal or professional liability arising from or related to Board Activities. To the fullest extent permitted by law, the Owner and Contractor shall indemnify all Board members for claims, losses, demands, costs, and damages (including reasonable attorney's fees) for bodily injury, property damage, or economic loss arising out of or related to Board members carrying out Board functions. The foregoing indemnity is a joint and several obligation.
- D. Board members shall not assign any of the work of this Agreement.

## **XI. Disputes Regarding This Three-Party Agreement**

- A. Disputes among the parties hereto arising out of this Agreement which cannot be resolved by negotiation and mutual concurrence between the parties and actions to enforce any right or obligation under this Agreement shall be initiated in the \_\_\_\_\_ Court of the \_\_\_\_\_ (jurisdiction).
- B. All questions shall be resolved by application of \_\_\_\_\_ (jurisdiction) law.
- C. The Board members hereby consent to the personal jurisdiction of the Court of the \_\_\_\_\_ (jurisdiction).

## **XII. Funding Agency Review**

- A. The \_\_\_\_\_ (Agencies funding the project) have the right to review the recommendations and to attend Board meetings and hearings, but not to attend private Board deliberations.



**XIII. Effective Date**

A. This Agreement is effective as of \_\_\_\_\_ .

Board Member

Board Member

Board Member

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor

Owner

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX 8 ACKNOWLEDGEMENT FORM**  
**FORM AF**

ACKNOWLEDGMENT OF RECEIPT  
OF  
**RFP, ADDENDA AND CLARIFICATION NOTICES**  
(To be attached to Proposal Cover Letter)

\_\_\_\_\_  
(Name of DB Team)

We hereby acknowledge receipt of the Traffic Signal Design-Build Project Request for Proposals, and subsequent addenda and clarification notices, issued by the Utah Department of Transportation.

**Addendum No.**

**Date Issued**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Clarification Notice No.**

**Date Issued**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_